



CITY OF BLACK DIAMOND
February 5, 2009 Workstudy Agenda
25510 Lawson St., Black Diamond, Washington

Workstudies are meetings for Council to review upcoming and pertinent business of the City.
Public testimony is only accepted at the discretion of the Council

6:00 P.M. – CALL TO ORDER, ROLL CALL

Enumclaw School District 2008-2013 Capital Facilities Plan – Mr. Nelson

ADJOURNMENT



CITY OF BLACK DIAMOND
February 5, 2009 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS:

- 1.) **AB09-010** – Puget Sound Energy Gas Franchise Mr. Boettcher

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 2.) **AB09-011** – Resolution Authorizing a Technical Services Agreement for Continued Water Monitoring Services Mr. Nix
- 3.) **AB09-012** – Resolution Authorizing Contract Agreement for Construction of New Water Main on Railroad Avenue Mr. Boettcher
- 4.) **AB09-013** – Resolution Authorizing Contract Agreement for Update of the Sewer System Comprehensive Plan Mr. Boettcher
- 5.) **AB09-014** – Resolution Authorizing Contract Agreement with PacWest for Engineering and Project Managements Services Mr. Boettcher
- 6.) **AB09-015** – Resolution Supporting the Continuation of the South County Area Transportation Board Mayor Botts
- 7.) **AB09-016** – Resolution Authorizing Contract Agreement for Access to the Statewide Electronic Collision and Ticket Online Records System Ms. Kiblinger
- 8.) **AB09-017** – Resolution Authorizing Contract Agreement for Use of Office Space for a Community Corrections Officer Ms. Kiblinger
- 9.) **AB09-018** – Resolution Authorizing Contract Agreement for additional transportation analysis Mr. Boettcher

DEPARTMENT REPORTS:

Public Works – Mr. Boettcher

Police – Ms. Kiblinger

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 10.) Claim Checks** – February 5, 2009, No. 32843, 32852 through 32854, No. 32839 through 32842, No. 32844 through 32850, No. 32855 through 32863, No. 32865 through 32896, No. 32907-32942 (voided checks No. 32851, 32864, No. 32897 through 32906) in the amount of \$302,794.21.
- 11.) Minutes** – Council Meeting of January 15, 2009 and Workstudy Notes of January 15, 2009, January 22, 2009 and January 29, 2009.

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: PUBLIC HEARING Granting Puget Sound Energy, Inc. a gas franchise agreement for the transmission, distribution, and sale of natural gas.	Agenda Date: February 5, 2009		AB09-010
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: None	Court – Kaaren Woods		
Fund Source:	Natural Resources – Aaron Nix		
Timeline:			
Attachments: Franchise Agreement			
<p>SUMMARY STATEMENT:</p> <p>This is a public hearing for the proposed franchise agreement which establishes the rights, duties and responsibilities of Puget Sound Energy and the City of Black Diamond for the use of the public rights-of-way to serve customers within the City of Black Diamond. Puget Sound Energy provides natural gas service to 51 commercial gas customers, 2 industrial gas customers and 1046 residential gas customers in the City of Black Diamond. The previous franchise with Washington Natural Gas has expired.</p> <p>This franchise agreement was patterned after the agreement that was recently signed with the City of Maple Valley. The new franchise is for a twenty year term.</p> <p>Adoption tentatively scheduled for February 19, 2009.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION:			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 5, 2009			

EXHIBIT A
To
Black Diamond Ordinance No. 09-891

REVOCABLE FRANCHISE AGREEMENT
BETWEEN
THE CITY OF BLACK DIAMOND AND PUGET SOUND ENERGY, INC.

1. Date and Parties. This revocable Franchise Agreement is dated, for reference purposes only, the 8th day of January, 2009, between the City of Black Diamond, a Washington municipal corporation (“City”) and Puget Sound Energy, Inc., a Washington corporation (“PSE”).

2. Definitions.

2.1 Where used in this franchise (the “Franchise”) the following terms shall mean:

2.1.1 “PSE” means Puget Sound Energy, Inc., a Washington Corporation, and its successors and assigns.

2.1.2 “City” means the City of Black Diamond, a code city of the State of Washington, and its successors and assigns.

2.1.3 “Franchise Area” means any, every and all of the roads, streets, avenues, alleys, highways and public rights-of-way controlled by the City as now laid out, platted, dedicated or improved; and any; every and all roads, streets, avenues, alleys, highways and public rights-of-way controlled by the City that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

2.1.4 “Facilities” means, collectively, any and all natural gas distribution systems as may be necessary or convenient for providing natural gas service for customers, including but not limited to, gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures, and communication systems; and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way pertaining to any and all of the foregoing, whether the same be located over or under ground.

2.1.5 “Communication Systems” means equipment, devices, and other items used for communication purposes in connection with PSE’s construction, use, operation, maintenance, repair or replacement of its Facilities in the Franchise Area and other permitted

activities under this Franchise, including, without limitation, the operation and management of its natural gas distribution systems.

2.1.6 “Ordinance” means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

2.1.7 “Public Improvement” means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the City and is funded by the City (either directly with its own funds or with other public monies obtained by the City). For the avoidance of doubt, the term “Public Improvement” shall include any such capital improvement or repair undertaken by the City which requires the relocation of PSE’s Facilities within the Franchise Area, even if the capital improvement or repair entails, in part, related work performed for a third party county or municipality under a valid interlocal agreement between the City and such county or municipality (except to the extent the relocation of PSE’s Facilities is caused by the work done for such third party), but shall not include, without limitation, any other improvements or repairs undertaken by or for the benefit of third party private entities.

3. Franchise Granted; Facilities Within Franchise Area.

3.1 Pursuant to RCW 35A.47.040, the City hereby grants to PSE, subject to the terms and conditions hereafter set forth, a non-exclusive Franchise for a period of 20 years beginning on the effective date of this Ordinance.

3.2 This Franchise grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of natural gas for any purpose for which natural gas may be used.

3.3 This Franchise shall not convey any right to PSE to install its Facilities outside the Franchise Area; provided, however, that PSE shall retain the right to maintain, repair and operate Facilities installed pursuant to prior franchise agreements with the City regardless of whether said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Section 2.4.

3.4 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired and operated by PSE at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards and procedures.

4. Noninterference and Maintenance of Facilities.

4.1 PSE's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as not to unreasonably interfere with the free passage of traffic, and in accordance with the laws of the State of Washington, and the ordinances, rules and regulations of the City which are not inconsistent with the terms of this Franchise. PSE shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area; provided, however, that in the event of any conflict or inconsistency of such codes and ordinances with the terms of this Franchise, the terms of this Franchise shall govern and control; provided further that nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded PSE by such City codes and ordinances.

4.2 Any repair of PSE's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices and standards in the industry. In the event of any emergency in which PSE's Facilities located in or under the Franchise Area break or are damaged, or if PSE's Facilities within the Franchise Area are otherwise in a condition as to immediately endanger the property, life, health or safety of any individual, PSE shall, upon receipt of notification from the City of the existence of such condition, take all reasonable actions to correct the dangerous condition.

4.3 Whenever PSE permanently discontinues use of any above ground or at grade Facilities within the Franchise Area, such as valves or meters, due to modifications or upgrades to PSE's Facilities within the Franchise Area, the discontinued Facilities shall be removed promptly. If PSE permanently discontinues use of and abandons any underground Facilities within the Franchise Area and the parties thereafter determine that the removal of any such Facilities is required to avoid interference with a Public Improvement undertaken by the City, PSE will, upon request by the City, remove any such Facilities that require removal within ninety (90) days after its receipt of the City's written request. The parties will work together in good faith to avoid or minimize the need to remove any permanently discontinued and abandoned underground Facilities within the Franchise Area.

5. Permits; Restoration.

5.1 Whenever it shall be necessary for PSE to engage in any work within the Franchise Area, PSE shall apply for all necessary City permits to do such work, and shall, except to the extent inconsistent with the terms and conditions of this Franchise or where expressly provided otherwise herein, comply with all requirements and conditions of such permits, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition immediately prior to the work, or as otherwise specified in the permit issued by the City in connection with the work. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the existing structure, pavement and/or surface in which the

work was accomplished, but shall not apply to any subsequent repair or restoration made necessary by the acts or omissions of the City or any third party. It is further provided that in the event that PSE has any work in the Franchise Area completed by any of its authorized agents or subcontractors, PSE shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary.

5.2 In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to immediately endanger the property, life, health or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required permit, provided that PSE shall notify the City telephonically or in person within twenty-four (24) hours of the event, and provided that PSE applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter. For the purposes hereof, "as soon as reasonably practicable" means that the permit application shall be submitted to the City not later than ten (10) business days after the date of the commencement of the action that requires such permit.

5.3 Nothing in this Franchise is intended, nor shall it be construed, as a hindrance to PSE's ability to take such actions as it deems necessary to discharge its public service obligations in accordance with the laws of the State of Washington.

6. Maps and Drawings.

6.1 PSE shall provide the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities within the Franchise Area, provided the request is limited to Facilities at specific locations in the Franchise Area and is made in connection with the City's planning of Public Improvements. Further, PSE shall, upon the City's reasonable request, discuss and explore ways in which PSE and the City may cooperate and coordinate activities with respect to the development of drawing file layers compatible with the City's Geographic Information System ("GIS") which show PSE's Facilities at specific locations in the Franchise Area.

6.2 As to any such drawings and drawing file layers so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of PSE or the City, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

6.3 Upon the City's reasonable request in connection with the City's design of new streets and intersections and major renovations of existing streets and intersections, and any other Public Improvement, undertaken by the City, PSE shall further provide to the City (a) the location and grade of PSE's underground Facilities at those specific locations within the Franchise Area affected by the project by either field markings or by locating the Facilities in the

City's design drawings, and (b) other reasonable cooperation and assistance; provided, however, that nothing in this Section 5.3 or any other provision of this Franchise is intended to (or shall) relieve any person or entity of its obligations under applicable law with respect to determining the location of underground facilities.

7. Right to Complete Work.

7.1 In the event that PSE fails to perform any work to restore the surface of the Franchise Area to enable the free passage of traffic by the traveling public as required by this Franchise or any permit issued by the City relating to such work, and such failure continues for a period of ten (10) days after PSE receives written notice from the City regarding such failure (or, in the event of an emergency situation, such shorter period of time after receipt of notice from the City as is reasonably required in the circumstances), the City may, but in no event is obligated to, perform or contract for such work and, thereafter, PSE shall, upon the City's written request, reimburse the City for the reasonable costs incurred by the City in having such work performed.

8. Relocation of Facilities.

8.1 Whenever the City causes a Public Improvement to be undertaken within the Franchise Area, and such Public Improvement requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Section 7.2 below), the City shall:

8.1.1 Provide PSE, within a reasonable time prior to the commencement of such Public Improvement, written notice requesting such relocation; and

8.1.2 Provide PSE with reasonable plans and specifications for such Public Improvement, including a proposed relocation of PSE's Facilities.

After receipt of such notice and such plans and specifications, PSE shall relocate such Facilities within the Franchise Area at no charge to the City. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 8.1, the City shall bear the entire cost of such subsequent relocation.

8.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

8.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of Section 8.2 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

8.4 Nothing in this Section 8 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

9. Shared Use of Excavation.

9.1 In the event either PSE or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation so long as such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the party causing such excavation.

10. Indemnification.

10.1 PSE shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs (including reasonable attorney fees), judgments, awards, liability, and demands made against it on account of injury or death to any person or damage to property of another, to the extent such injury, death, or damage is caused by the negligent acts or omissions of PSE, its agents, servants, officers, or employees in exercising the rights granted to PSE in this Franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of PSE, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise.

10.2 In the event any such claim or demand for which indemnification is provided under Section 10.1 is presented to or filed with, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect at its sole cost and expense, to settle and compromise such claim, demand, suit or action, or defend the same with attorneys of its choice; provided further, that in the event any suit or action is begun against the City based upon any such claim, demand, suit or action, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and its sole cost and expense, to settle and compromise such claim, demand, suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

10.3 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of any of these covenants of

indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

10.4 In the event that PSE refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 10.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of PSE, then PSE shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

10.5 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PSE and the City, and their respective officers, employees and agents, PSE's liability hereunder shall be only to the extent of PSE's negligence. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, PSE waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. This waiver has been mutually negotiated by the parties.

10.6 In the event it is determined that RCW 4.24.115 applies to this Franchise, PSE's indemnification obligations under Section 10.1 shall apply to the maximum extent permitted thereunder, to the full extent of PSE's negligence. Further, in any such action, the City shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is in the City's best interest.

10.7 The provisions in this Section 10 shall survive the expiration or termination of this Franchise with respect to any claim, cost (including reasonable attorney fees), judgment, award, liability, demand, suit or action for which indemnification is provided under Section 10.1 and which is based on an act or omission that occurred during the term of this Franchise.

11. Reservation of Rights.

11.1 In the event the City vacates any portion of the Franchise Area during the term of this Franchise and PSE's Facilities are located within the area to be vacated, then the City shall, in its vacation procedure, reserve and grant an easement to PSE for PSE's existing Facilities unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation. In cases where the City determines that reserving and granting an easement to PSE is impracticable, the City will notify PSE thirty (30) business days prior to any final vacation action.

11.2 The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of PSE's Facilities within the Franchise Area.

12. Abandonment.

12.1 No above-ground Facilities of PSE within the Franchise Area may be abandoned by PSE without the express written consent of the City. Any plan for abandonment or removal of PSE's above-ground Facilities within the Franchise Area must be first approved by the Public Works Director, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this Franchise.

13. Recovery of Costs; Permit Fees.

13.1 As specifically provided by RCW 35.21.860, which is applicable to the City pursuant to RCW 35A.21.160, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE as a result of this Franchise. However, as provided in RCW 35.21.860, the City may recover from PSE, and PSE agrees to pay, the actual administrative expenses incurred by the City including, but not limited to the reasonable costs of outside consultants and legal fees incurred by the City, that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. With respect to its payment of such administrative expenses, the City shall submit to PSE statements/billings which specify the amounts due. PSE shall make payment to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. Failure by PSE to pay such amount within such thirty (30) day time period shall constitute a failure to comply with the Franchise for the purposes of Section 13, Default, hereof. Additionally, the failure by PSE to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made. Furthermore, any late payment shall also accrue interest computed at the rate of twelve percent (12%) per annum from the thirtieth day.

13.2 With respect to the payment of permit fees, PSE shall comply with all applicable payment terms set forth in applicable codes, ordinances or permits of the City, including, without limitation, any such terms relating to the schedule for payment and the City's right to withhold permits or charge interest in connection with any payment default by PSE; provided, however, the City shall accept payment of such permit fees directly from contractors of PSE that perform work in the Franchise Area on behalf of PSE so long as PSE has notified the City in writing that the contractor is authorized to do so on PSE's behalf and PSE remains responsible for compliance with the terms of the permit.

14. Default.

14.1 If PSE shall fail to comply with the provisions of this Franchise, the City may, without limiting any injunctive relief that the City may be entitled to by applicable law, serve

upon PSE a written order to so comply within thirty (30) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after the expiration of said thirty (30) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise. The parties expressly acknowledge and agree, however, that the forgoing rights and obligations of the parties are subject in all respects to excused performance based on a Force Majeure Event (as defined in Section **22.14**).

15. Nonexclusive Franchise.

15.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

16. Franchise Term.

16.1 This Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of the Ordinance; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within sixty (60) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon PSE's request for an extension, this Franchise may be extended by the City, for one five (5) year extension, provided that PSE is in full compliance with the terms and conditions of the Franchise. In any such extension, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

17. Insurance; Bond.

17.1 PSE shall maintain the following liability insurance coverages, insuring both PSE and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insured's against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE under this Franchise:

17.1.1 General liability insurance with limits not less than:

- (a) Five million dollars for bodily injury or death to each person;
- (b) Five million dollars for property damage resulting from any one accident; and
- (c) Five million dollars for all other types of liability.

17.1.2 Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000 for each person and \$3,000,000 for each accident.

17.1.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.

17.1.4 Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.

17.2 The liability insurance described herein shall be maintained by PSE throughout the term of this Franchise, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise, or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. Coverage under this policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be named as an insured under PSE's Commercial General Liability insurance policy. PSE shall be the primary insured as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of PSE's insurance and shall not contribute with it.

17.3 The liability insurance described herein, and any subsequent replacement policies, shall provide that insurance shall not be cancelled or materially changed so as to be out of compliance with these requirements without first providing thirty (30) days written notice to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, PSE shall provide a replacement policy. PSE agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of the Commercial General Liability, for at least three (3) years after expiration of the term of this Franchise. Any lapse in the required insurance coverage shall be cause for termination of this Franchise.

17.4 In lieu of the insurance requirements set forth in this Section 16, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City's request, PSE shall provide the City with reasonable written evidence that PSE is maintaining such self-insurance.

17.5 Any PSE insurance policies used to meet the insurance obligations set forth in this Section 16 will be placed with insurers licensed to do business in the state of Washington and with a current A.M. Best rating of not less than A. VII, or financial equivalent. PSE shall provide the City with certificates of the required insurance within twenty (20) days of the effective date of this Ordinance.

18. Assignment.

18.1 PSE shall not assign or transfer its rights, benefits and privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any assignment, the intended assignee shall, within thirty (30) days of the proposed date of any assignment, file written notice of the intended assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

19. City Ordinances and Regulations.

19.1 Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public, including regulations adopted by ordinance relating to the use of the City's property, streets and rights-of-ways; provided, however, the City shall adopt and enforce those ordinances in a manner consistent with the terms and conditions of this Franchise.

20. Acceptance.

20.1 Within sixty (60) days after the passage and approval of this Ordinance, PSE may accept this Franchise by filing with the City Clerk an unconditional written acceptance thereof. PSE's failure to so accept this Franchise within said period of time shall be deemed a rejection thereof by PSE, and the rights and privileges herein granted shall, after the expiration of the sixty (60) day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

21. Notice.

21.1 Any notice or other communication required or permitted to be given to the parties under this Franchise shall be sent to the following addresses unless otherwise specified:

City of Black Diamond
24301 Roberts Drive-Po Box 599
Black Diamond, WA 98010
Attn: City Administrator

Puget Sound Energy
P.O. Box 90868
Bellevue, WA 98009-0868
Attn: Community Services

The City and PSE may change their respective notice addresses and designated recipient by written notice to the other party at any time.

22. No Third Party Beneficiary.

22.1 Nothing in this Franchise shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any third party to either the City or PSE.

23. Miscellaneous.

23.1 If any term, provision, condition or portion of this Franchise shall be held to be invalid, or is held to be inapplicable to any person or circumstance, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect, and its application to other persons and circumstances shall not be affected. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

23.2 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 9 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

23.2.1 references this Franchise; and

23.2.2 states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

23.3 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control, subject only to Section 24 with respect to any such tariff which is adopted after the date of this Franchise.

23.4 PSE shall bear the cost of the publication of this Franchise Ordinance as and to the extent permitted and required under Section 12.

23.5 All of the provisions, conditions, and requirements of Section 8 “Relocation of Facilities,” Section 10 “Indemnification,” and Section 12 “Abandonment” shall survive the expiration or termination of this Franchise (however, such survival period extends only through the applicable statute of limitations period). All of the provisions, conditions, regulations and requirements contained in this Franchise shall be binding upon the successors, legal representatives and assigns of each party and all privileges, as well as all obligations and liabilities of each party shall inure to its successors, legal representatives and assigns equally as if they were specifically mentioned wherever such party is named herein.

23.6 In connection with its performance of work under this Franchise, PSE shall, during the term of this Franchise, fully comply with all applicable equal employment or non-discrimination provisions and requirements of federal, state and local laws.

23.7 PSE and the City shall, as reasonably requested by the other party from time to time, discuss and coordinate their activities with respect to construction which may affect the public ways in any manner in an effort to minimize public inconvenience, disruption or damages.

23.8 This Franchise shall be binding upon the parties hereto and their permitted successors and assigns.

23.9 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

23.10 The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall the waiver by a party of any breach of any provision hereof by the other party be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

23.11 This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Franchise shall be with the King County Superior Court, Regional Justice Center, Kent, Washington (or, if the Regional Justice Center is no longer in operation, such other local facility as is then operated by the King County Superior Court).

23.12 If either party shall be required to bring any action to enforce any provision of this Franchise, or shall be required to defend any action brought by the other party with respect to this Franchise, and in the further event that one party shall prevail in such action, the other party shall, in addition to all other payments required therein, pay all of the prevailing party’s

reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

23.13 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

23.14 In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event or circumstance beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

24. Dispute Resolution.

24.1 The parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the terms or conditions of this Franchise, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within ten (10) days after either party requests such a meeting. If the parties cannot resolve the dispute within such ten (10) day period, the parties will, upon the written request of either party, seek to resolve the dispute in accordance with the following dispute resolution process:

Level One – A representative from PSE and the City Administrator shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level One, either party may by written notice to the other party refer the dispute to Level Two.

Level Two – In the event either party properly refers the dispute to Level Two, the parties shall refer the dispute to mediation using a mediator mutually agreeable to the parties. If these representatives cannot resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level Two, either party may by written notice to the other party refer the dispute to Level Three.

Level Three – In the event either party properly refers the dispute to Level Three or the dispute is not resolved at Level Two within fourteen (14) calendar days after referral of that dispute to Level Two, either party may seek resolution of the dispute through litigation or other judicial proceedings in the court specified in Section 23.11.

24.2 Notwithstanding Section 24.1 or any other provision of this Franchise to the contrary, with respect to any dispute arising under this Franchise, either party may commence litigation or other judicial proceedings within thirty (30) days prior to the date after which the commencement of litigation could be barred by any applicable statute of limitations or other law, rule, regulation, or order of similar import or in order to request injunctive or other equitable relief necessary to prevent irreparable harm. In such event, the Parties will (except as may be prohibited by judicial order) nevertheless continue to follow the procedures set forth in this Section 24.

Section 25. Changes in Laws.

25.1 If, during the term of this Franchise, there becomes effective any change in federal or state law (including, but not limited to, a change in any tariff filed by PSE with the Washington Utilities & Transportation Commission) and such change:

25.1.1 specifically requires the City to enact a code or ordinance which conflicts or is inconsistent with any provision of this Franchise; or

25.1.2 results in a PSE tariff which conflicts or is inconsistent with any provision of this Franchise;

then, in such event, either party may, within ninety (90) days of the effective date of such change, notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall only encompass the specific term or condition affected by such change in federal or state law and neither party shall be obligated to reopen negotiations on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of written notice to so commence such negotiations, the parties shall, at a mutually agreeable time and place, commence such negotiations. The parties shall thereafter conduct such negotiations at reasonable times, in a reasonable manner, in good faith and with due regard to all pertinent facts and circumstances; provided, however, that (a) in the event the parties are unable, through negotiation, to reach mutual agreement upon terms and conditions of such amendment, then either party may, by written notice to the other, demand that the parties seek to arrive at such agreement through mediation or, if no such demand has previously been submitted, terminate this Franchise upon not less than ninety (90) days prior written notice to the other party; and (b) pending such negotiations, mediation and/or termination, and except as to any portion thereof which is in conflict or inconsistent with such change in federal or state law, the Franchise shall remain in full force and effect. For purposes of this Section, the term "mediation" shall mean mediation at the local offices of Judicial

Arbitration and Mediation Services, Inc. (“JAMS”), or, if JAMS shall cease to exist or cease to have a local office, mediation at the local offices of a similar organization. The parties may agree on a jurist from the JAMS panel. If they are unable to agree, JAMS will provide a list of the three available panel members and each party may strike one. The remaining panel member will serve as the mediator

25.2 PSE shall, in connection with any application for changes in its tariffs that would be in conflict or inconsistent with the provisions of this Franchise or would modify the rights or responsibilities of either party under this Franchise, notify the City in writing of the application promptly after it is filed with the Washington Utilities & Transportation Commission.

26. Severability.

26.1 If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

27. Ratification.

27.1 Any act of the City consistent with the authority granted by the City prior to the effective date of this Ordinance is hereby ratified and affirmed by the City.

CITY OF BLACK DIAMOND

PUGET SOUND ENERGY, INC.

Howard Botts, Mayor

By: _____

(Printed Name)

Its: _____

ATTEST:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-573, authorizing the continuation of water quality monitoring services with King County's Department of Natural Resources and Parks, Water and Land Resources Division.	Agenda Date: February 5, 2009		AB09-011
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: \$7,310.00	Court – Kaaren Woods		
Fund Source: Stormwater Utility	Natural Resources – Aaron Nix		
Timeline: 2009		X	
Attachments: Resolution No. 09-573, Agreement, Attachment A-Scope of Work			
SUMMARY STATEMENT: Continuation of an agreement entered into by King County (WLRD) and the City of Black Diamond for surface water-related technical services to the City. This program has been ongoing for several years in providing water quality related documentation for various tributaries and Lake Sawyer within the City of Black Diamond.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-573, authorizing execution of water monitoring services agreement with King County's Department of Natural Resources and Parks, Water and Land Resources Division (WLRD).			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 5, 2009			

RESOLUTION NO. 09-573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A TECHNICAL SERVICES AGREEMENT WITH THE DEPARTMENT OF NATURAL RESOURCES AND PARKS, WATER AND LAND RESOURCES DIVISION FOR CONTINUED WATER MONITORING SERVICES THROUGHOUT THE CITY OF BLACK DIAMOND

WHEREAS, the City has identified the need for continued water monitoring services with the Department of Natural Resources and Parks, Water and Land Resources Division (WLRD);

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

Section 1. The Mayor is hereby authorized to execute a service agreement with the Department of Natural Resources and Parks, Water and Land Resources Division (WLRD) for the year 2009 for services outlined in attachment A, scope of work, in an amount not to exceed \$7,310.00.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

Attachment A

Scope of Work 2009 City of Black Diamond support services

The King County Water and Land Resources Division will provide services through the Lake Stewardship Program (KC-LSP) to the City of Black Diamond ("City") for monitoring water quality and quantity on both an annual and seasonal basis in Lake Sawyer and for measuring inlet streams water quality from January through May. Additional services such as technical assistance and educational outreach for the City to citizens will be provided on an as-requested basis.

Monitoring will include assuring the quality of the compiled data and providing pertinent information on analyses, reporting back to the City and citizen volunteers in a timely fashion and in a manner agreed upon by both parties, and providing technical assistance to the City and the public on questions concerning water quality results or problems.

Annual monitoring program:

KC-LSP will train designated citizen volunteers or City staff in the correct methods of data collection for measuring daily precipitation and lake water levels, for weekly measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use. The program will provide and maintain the proper equipment and will consult or supervise on proper installation and use. The citizen volunteer will provide a boat and safety equipment necessary for getting to the chosen sampling site on the lake.

KC-LSP will also provide blank field sheets for data reporting and will accept either completed field sheets or electronic data files in return.

Seasonal monitoring program:

Lake sampling will occur monthly from May through October for a total of six events during 2009. Base-flow stream sampling will occur monthly from January to May, then resume in November - December for a total of 7 events. Two storm events will also be sampled if precipitation criteria are met. KC-LSP will train designated citizen volunteers or City staff in the correct methods of data collection for water sample collection and storage, measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use.

The program will provide proper sampling equipment and will be responsible for repair or replacement if necessary. The program will also provide all sample bottles and will pick up filled bottles from the lake at a designated site to deliver to the KC Environmental Labs for analysis. Stream samples will be delivered to a County staff living in Maple Valley or KC staff will meet a volunteer at a half-way point for delivery to the King Street Center on the day after collection.

Database management, analysis, quality assurance, and reporting:

The program will enter all received data from monitors and the KC Environmental Labs into a database to be made available to the City at the end of each year, analyze all data for consistency and general water quality conditions, pursue explanations for anomalies, look for trends or indicators of change in the parameters over time, and if requested make management suggestions to the City or citizens based upon the information.

A compilation of the data as part of the program's annual report will be delivered to City staff and cooperating citizen volunteers within a reasonable time after the end of each year, as well

as e-files of the data in excel format. A presentation to the City Council or appropriate staff may be made if requested, with time for discussion of pertinent issues.

Technical assistance and educational outreach:

Technical assistance and educational outreach on the nature and management of lake ecosystems will be provided to the City and citizens in the form of phone conversations, specific literature research and reporting back, technical reports other than the annual report that contain information and recommendations, community presentations, or other methods and types of communication provided upon request. Citizen groups will need authorization from the city in order to qualify for substantial services from the KC-LSP. Actual costs incurred for this work will be billable to the City up to the \$1,000 limit stated below.

Budget:

The charges set out below are based upon staff salaries, indirect operating charges, lab costs, equipment, materials, and mailing charges.

Lake Sawyer Monitoring - 2009

**Seasonal and annual Monitoring – flat rate
billing**

	\$
water quality, monthly May-October	2,440.00
weekly physical measurements, all year	575.00
inlet streams, monthly Jan-May, Nov-Dec	2,575.00
subtotal	5,590.00

Monitoring for two inlet storm events – cost-basis billing	720.00
Technical assistance/educational outreach – cost- basis billing	1,000.00
estimated subtotal	1,720.00
Estimated Total	\$7,310.00

Seasonal and annual monitoring will be billed on a flat rate basis. Monitoring for two storm events will be on a costs-incurred basis, as storm events are not predictable and rainfall criteria might not be met. Technical assistance/educational outreach will also be billed on a costs-incurred basis.

**Technical Services Agreement
Between King County and the City of Black Diamond
For Lake Monitoring Services**

This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King County" and the City of Black Diamond, hereinafter referred to as the "City," collectively referred to as the "Parties," in order for King County to provide surface water-related technical services to the City.

The Parties mutually agree as follows:

I. Purpose

This Agreement between King County and the City provides the terms under which King County, through its Department of Natural Resources and Parks, Water and Land Resources Division (WLRD), will provide to the City technical services to support Black Diamond's surface water management-related activities. Services to be provided are described in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

II. Management of Technical Services Provision

1. The provision of services under this Agreement will be managed for King County by the WLRD Intergovernmental Relations Coordinator or other staff as designated by King County and for Black Diamond by the Natural Resources Department Director or other staff as may be designated by the City ("Project Administrators").
2. In the event that a dispute arises under this Agreement, it shall be resolved by the Project Administrators. If the dispute cannot be resolved by the Project Administrators, it shall be referred for final resolution to the Division Director of King County WLRD and the Natural Resources Department Director of Black Diamond. This dispute resolution provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

III. Responsibilities

A. King County

King County shall provide services as documented in Exhibit One.

B. Black Diamond

1. The City will provide appropriate staff to coordinate with King County on services to be provided under this Agreement and will ensure that appropriate municipal regulatory provisions are in place to authorize services provided through this Agreement.
2. The City will pay for service costs as outlined below.

IV. Costs and Billing

- A. The City will pay costs to provide such services, including staff time, benefits and equipment. As documented on Exhibit One, service costs for 2009 are estimated at \$7,310.
- B. The Parties agree to the following regarding billing and payment:
 1. King County will invoice the City for services provided once annually, during the fourth quarter of the year.
 2. Payment to King County for submitted invoices will be made by the City within forty-five (45) days of receipt of invoices.

V. Effectiveness, Duration, Termination, and Amendment

- A. This Agreement is effective upon signature by both Parties and will remain in effect until March 31, 2010.
- B. This Agreement may be terminated by either Party upon 30 days written notice. In the event of termination, payment will be made by the City for work performed by the County to the date of termination.
- C. This Agreement may be amended only by written agreement of the Parties. Scopes of Work may be appended to this Agreement provided they are mutually agreed to by both Parties and within the terms and scope of this Agreement.
- D. This Agreement is not assignable by either Party, either in whole or in part.
- E. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are

excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

- F. Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

VI. Indemnification and Hold Harmless

- A. King County shall protect, defend, indemnify, and save harmless the City, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions, or the negligent acts or omissions of King County's officials, officers, or employees.
- B. The City of Black Diamond shall protect, defend, indemnify, and save harmless King County, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the City of Black Diamond's own negligent acts or omissions, or the negligent acts or omissions of the City of Black Diamond's officials, officers or employees.
- C. Each Party agrees that its obligations under this Article VI extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would

otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

- D. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.
- E. King County's sole reporting obligations under the terms of this Agreement are to provide the results of the sampling and laboratory analytical services to the City. The Parties agree that King County's reporting obligations do not extend to any third party, including any regulatory agency that may seek to obtain or require the results of sampling or laboratory analyses. The Parties further agree that any reporting obligations that may exist with regard to third parties, including regulatory agencies, shall remain solely the responsibility of

the City. King County shall have no liability for any failure to meet any existing reporting requirements and the City agrees to defend, indemnify and hold harmless King County for any damages, suits or claims by third parties related to the failure to report the results of the laboratory analyses.

- F. The indemnification provided for in this Article VI shall survive the termination of this Agreement.

VII. Counterparts

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 5th day of February, 2009.

Approved as to Form

King County:

By:_____

By:_____

Title: Deputy Prosecuting Attorney

Title: King County Executive

Approved as to Form

City of Black Diamond:

By:_____

By:_____

Title: City Attorney

Title: _____

Scope of Work 2009
City of Black Diamond support services

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look for trends or indicators of change in the parameters over time, and if requested make management suggestions to the City or citizens based upon the information.

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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-574, authorizing the Mayor to execute a contract with Slead, LLC., for the construction of new water mains in Railroad Avenue	Agenda Date: February 5, 2009		AB09-012
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Community Development – Steve Pilcher		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
	Court – Kaaren Woods		
	Natural Resources – Aaron Nix		
Cost Impact: \$200,890.42			
Fund Source: Water Capital Budget			
Timeline: Winter/Spring			
Attachments: Resolution No. 09-574, Contract, Addendums 1 and 2, bid tabulations, Capital Improvement Plan budget sheet, various forms			
SUMMARY STATEMENT: <p>Background: When the Washington State Transportation Improvement Board (TIB) awarded the City a grant to reconstruct Railroad Avenue, the Council directed staff to also upgrade the existing 4-inch asbestos concrete water main. That decision provides for commercial fire flow and prevents digging up the new street in a few years to repair or replace the asbestos concrete water main. PacWest Engineering was hired to design the water main replacement and upgrade to be installed prior to the Railroad Avenue street reconstruction project.</p> <p>Finance: The project was originally budgeted by applying some Transportation Improvement Board Funds from the street project. When preparing the capital improvement program, \$105,000 of Transportation Improvement Board funds were allocated to the water line. However, staff did not reduce the TIB funds in the street project by the same amount; therefore we are not proposing to use the Transportation Improvement Board funds for this project as shown in the capital budget but rather use water capital funds. The street project is expected to expend all available TIB funds. Fortunately, the bids came in well under the project estimate.</p> <p>Design and Bid Services----- \$ 40,000 + / - Slead, LLC ----- \$200,890.42 PacWest Services During Construction And Testing-----\$ 42,000 Total -----<u>\$282,890</u> Budget----- \$325,000</p>			

Bid Process: The City received 15 bids over a wide range. The average of all bids was **\$297,046.92**, the middle bid was **\$273,642.10** and the next lowest bid **\$232,360.56**. PacWest Engineering has evaluated the bids and has determined that the bid received from Slead, LLC, is a responsive bid. They contacted several references and have received positive references regarding Slead, LLC. It is staff's recommendation that the Council authorize award of the construction contract to Slead, LLC, in the amount of \$200,890.42

Authorization by Council shall serve as the official "Notice to Award" to the contractor. Authorization by Council shall also serve as the official "Notice to Proceed" for work commencing on Tuesday, February 23, 2009, contingent on the receipt and execution of all required paperwork.

RECOMMENDED ACTION: **Motion to adopt Resolution 09-574, to authorize the Mayor to execute an agreement with Slead, LLC, to construct new water mains in Railroad Avenue**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 5, 2009		

RESOLUTION NO. 09-574

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE BID FOR THE WATER MAIN
REPLACEMENT IN RAILROAD AVENUE**

WHEREAS, the City of Black Diamond will be reconstructing Railroad Avenue in the near future; and

WHEREAS, the existing water main is undersized and is of substandard material; and

WHEREAS, the City wants to avoid having to dig up a new street for water main repairs or water system upgrades; and

WHEREAS, the City of Black Diamond has budgeted for replacement of the Railroad Avenue Water Main; and

WHEREAS, the City has evaluated the bids and selected the lowest qualified bidder which is Slead, LLC;

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

Section 1. The Mayor is authorized to sign a contract with Slead, LLC for the replacement of the Water Main project on Railroad Avenue in the amount of \$200,890.42 including Washington State Sales Tax as contained in form attached hereto as Exhibit A.

Section 2. Authorization by Council shall serve as official "Notice to Award" to the contractor and also serve as the official "Notice to Proceed" for work commencing on Tuesday, February 23, 2009 contingent on the receipt and execution of all required paperwork.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

4.0 AGREEMENT

CITY OF BLACK DIAMOND

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

Name of Project: RAILROAD AVENUE WATERLINE
Principal Contractor: _____

PUBLIC WORKS CONTRACT

- I. Name of Project.** This Contract is for a public works project known generally as the RAILROAD AVENUE WATERLINE (the "Project").
- II. Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington, a municipal corporation ("City"), and _____, ("Contractor"), collectively, "the Parties."
- III. Effective date of Contract.** This Contract shall become effective and binding upon the parties, including their heirs, successors, or assigns, immediately upon the date of most recent signature of the Parties appearing on this document.
- IV. Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required to be given by the City to Contractor or by Contractor to City shall be in writing and delivered to the parties at the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Public Works Director
Phone: (253) 886-2560
Fax: (360) 886-2592

CONTRACTOR:

Tax I.D. # _____
Contact: _____
Phone: (_____) _____
Fax: (_____) _____

V. **Obligations of Contractor.** In consideration of the mutual promises and obligations of the parties contained herein and incorporated by reference, Contractor expressly agrees to the following terms and conditions:

A. *In general.*

- (1) Responsible for all labor. Contractor agrees and understands that he shall be solely responsible for furnishing all labor necessary to complete the Project as required.
- (2) Responsible for performing all work. Contractor agrees and understands that he shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that he shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in any Request for Proposals (RFP) that was issued by City as part of determining the awarding of this Contract, as well as the terms and conditions contained in Attachment A ("Contract Documents and Specifications") are hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City. Should there be a conflict between this Contract and any documents incorporated to it by reference, the more restrictive term shall control.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

B. *Work Performance.*

- (1) Prevailing wages. Contractor agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.
- (2) Notice to City. Minimum 24-hours prior notice shall be given to City's Department of Public Works prior to commencement of work under this Contract.

(3) Approved Plans & Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the approved plans & Contract Specifications, including such requirements contained in the Request for Proposals (RFP) that was issued by the City prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City.

(4) Schedule of Work to be followed. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with the Schedule of Work provided to City, and shall make all reasonable efforts to complete the work in a timely manner.

C. Non-Discrimination.

(1) Contractor agrees that it, and its subcontractors and other agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.

(2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

VI. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. To be awarded this public works contract, the Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under

Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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

VII. Insurance

- A. Type of coverage required. Prior to performing any work under this Contract, Contractor shall procure and maintain insurance in the types and amounts described in Attachment "A."
- B. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subcontractors or agents who are not otherwise covered by Contractor's insurance to the amounts required herein, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.
- C. Lack of insurance grounds for termination of contract. Failure of Contractor to procure and maintain insurance as required herein shall be grounds for immediate termination of this Contract by City.
- D. Title 51 Industrial Insurance Waived. The parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW Industrial Insurance Law.

VIII. Claims for damages.

- A. Excluded situations. City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under

the force account provisions of the Standard Specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined Contract Specifications.

- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorneys' fees in the defense of claims for damages arising from the performance of Contractor's express or implied obligations under this Contract. It is further agreed that all third party claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that a claim arises from the sole negligence of City, City shall be responsible for all damages to third party claimant. In the event that City and Contractor agree or a court finds that a claim arises from the combined negligence of Contractor and City, Contractor shall be responsible for all damages payable by Contractor to third party claimant under the court findings and, in addition, Contractor shall indemnify the City for all damages paid or payable by City under the court findings in an amount not to exceed the percentage of total fault attributable to Contractor.

IX. Compensation

- A. See Attachment "A". Contractor shall be compensated for work performed under this Contract according to the rates, schedules and conditions outlined in Attachment "A".
- B. Payment of Taxes. Contractor shall be solely responsible for withholding and payment of any and all taxes owed on compensation received from City under this Contract.

X. Remedies. The parties shall have all remedies available at law or equity upon a party's default or failure to perform as required under this Contract.

XI. Entire agreement. This Contract, and all attachments, exhibits, or other documents incorporated to it by reference, constitutes the entire agreement of the parties and supersedes any other understandings, verbal or written.

- XII. **Modification.** The terms and conditions of this Contract, and all attachments, exhibits, or other documents incorporated to it by reference, cannot be modified unless expressly agreed in writing by City.
- XIII. **Severability.** Should any provision of this Contract be prohibited or unenforceable in any jurisdiction, such ruling shall not invalidate the remaining provisions nor affect the validity or enforceability of the provision at issue in any other jurisdiction.
- XIV. **Governing law and venue.** This Contract will be governed by and construed in accordance with the local laws of the State of Washington, without consideration of such state's conflict of law rules. Any action brought pursuant to or arising from this Agreement must be filed in King County, Washington.
- XV. **Counterparts.** This Contract shall be executed by the parties in two (2) identical counterparts, each of which for all purposes shall be deemed an original.

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

CONTRACTOR:

CITY OF BLACK DIAMOND

By: _____

By: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTE: MUST BE SIGNED & DATED BY ALL PARTIES

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

REPRESENTATIVE ACKNOWLEDGMENT – of Contractor

STATE OF WASHINGTON)
 :ss.
County of King)

I certify that I know or have satisfactory evidence that _____
Is the person who appeared before me, and said person acknowledged that he or she
signed this instrument, on oath stated that he or she was authorized to execute the
instrument and acknowledged it as the (job title or authority to sign:) _____ of
the City of Black Diamond to be the free and voluntary act of such party for the uses
and purposes mentioned in the instrument.

Dated: _____
Signature of _____
Notary Public: _____
Notary (print name) _____
Residing at _____
My appointment _____

expires: _____

REPRESENTATIVE ACKNOWLEDGMENT – of City

STATE OF WASHINGTON)
 :ss.
County of King)

I certify that I know or have satisfactory evidence that _____
Is the person who appeared before me, and said person acknowledged that he or she
signed this instrument, on oath stated that he or she was authorized to execute the
instrument and acknowledged it as the (job title or authority to sign:) _____ of
the City of Black Diamond to be the free and voluntary act of such party for the uses
and purposes mentioned in the instrument.

Dated: _____
Signature of _____
Notary Public: _____
Notary (print name) _____
Residing at _____
My appointment _____

expires: _____

**RAILROAD AVE. WATERLINE (BAKER ST. TO END OF PROJECT)
MERINO ST. WATERLINE (RAILROAD AVE. TO END OF MERINO ST.)**

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Show unit prices in both words and figures, and where conflict occurs, the written or typed word shall prevail. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

Item No.	Item Description	Unit	Quantity	Unit Bid Price	Total Bid Item Amount
1	Mobilization	LS	1	0.718.80	0.718.80
	Six thousand seven hundred eighteen dollars and 80			/100 dollar	
2	Temporary Traffic Control	LS	1	1,479.14	1,479.14
	One thousand four hundred seventy nine			and 14	
3	Removal of Structures & Obstructions	LS	1	1,831.97	1,831.97
	One thousand eight hundred thirty one			and 97	
4	Locate existing Waterlines	LS	1	558.61	558.61
	Five hundred fifty eight dollars			and 61	
5	Trench Excavation	LF	1300	6.36	8,268.00
	Six dollars			and 36	
6	Sandstone / Rock Excavation	LF	200	12.64	2,528.00
	Twelve dollars			and 64	
7	Pipe Zone Bedding and Backfill Material (5/8" minus crushed rock)	CY	300	22.24	6,672.00
	Twenty two dollars			and 24	
8	Trench Backfill Material (Bank Run Gravel)	CY	375	16.56	6,210.00
	Sixteen dollars			And 56	
9	Controlled Density Fill (CDF)	LS	1	1,551.18	1,551.18
	One thousand five hundred fifty one			and 18	
10	Surface Restoration - Crushed Surfacing Base Course	TON	375	13.14	4,935.00
	Thirteen dollars			and 14	
11	Surface Restoration - Crushed Surfacing Top Course	TON	85	17.43	1,481.55
	Seventeen dollars			and 43	
12	Surface Restoration - Hot Mix Asphalt	TON	85	35.61	3,026.85
	Thirty five dollars			and 61	
13	Ductile Iron Pipe for Water Main 12" Diam, Class 52	LF	1,060	32.25	34,185.00
	Thirty two dollars			and 25	
14	Ductile Iron Pipe for Water Main 8" Diam, Class 52	LF	230	37.31	8,581.30
	Thirty seven dollars			and 31	

15	Ductile Iron Pipe for Water Main 6" Diam, Class 52	LF	115	23.19	2,666.85
	Twenty three dollars			and 19 /100 dollar	
16	2" PVC Pipe	LF	40	8.34	333.60
	eight dollars			and 34 /100 dollar	
17	12" Gate Valve	EA	10	1,585.87	15,858.70
	one thousand five hundred eighty five			and 87 /100 dollar	
18	8" Gate Valve	EA	3	834.14	2652.42
	eight hundred eighty four dollars			and 14 /100 dollar	
19	6" Gate Valve	EA	2	616.21	1,232.42
	six hundred sixteen dollars			and 21 /100 dollar	
20	2" Gate Valve with Saddle	EA	2	389.47	778.94
	three hundred eighty nine dollars			and 47 /100 dollar	
21	8" Cross	EA	1	670.13	670.13
	six hundred seventy dollars			and 13 /100 dollar	
22	12" Tee	EA	1	1,039.83	1,039.83
	one thousand thirty nine dollars			and 83 /100 dollar	
23	12" x 12" x 8" Tee	EA	3	855.75	2,567.25
	eight hundred fifty five			and 75 /100 dollar	
24	12" x 12" x 6" Tee	EA	5	1,013.06	5,065.30
	one thousand thirteen dollars			and 06 /100 dollar	
25	8" x 8" x 6" Tee	EA	1	677.13	677.13
	six hundred seventy seven dollars			and 13 /100 dollar	
26	6" Tee	EA	1	470.77	470.77
	four hundred seventy dollars			and 77 /100 dollar	
27	12" 22.5-degree Bend	EA	2	639.30	1,278.60
	six hundred thirty nine dollars			and /100 dollar	
28	8" 22.5-degree Bend	EA	1	460.16	460.16
	four hundred sixty dollars			and 16 /100 dollar	
29	8" 45-degree Bend	EA	5	459.38	2,296.90
	four hundred fifty nine dollars			and 38 /100 dollar	
30	6" FL x MJ Adapter	EA	1	130.19	130.19
	one hundred thirty dollars			and 19 /100 dollar	
31	8" FL x MJ Adapter	EA	2	168.90	337.80
	one hundred sixty eight dollars			and 90 /100 dollar	
32	12" FL x MJ Adapter	EA	4	254.15	1,016.60
	two hundred fifty four dollars			and 15 /100 dollar	
33	12" Blind Flange	EA	3	264.05	792.15
	two hundred sixty four dollars			and 5 /100 dollar	
34	6" Blind Flange	EA	1	147.58	147.58
	one hundred forty seven dollars			and 58 /100 dollar	
35	8" Plug with 2" tap	EA	1	91.67	91.67
	ninety one dollars			and 67 /100 dollar	
36	6" Coupling	EA	2	163.21	326.42
	one hundred sixty three dollars			and 21 /100 dollar	
37	2" Coupling	EA	3	84.42	253.26
	eighty four dollars			and 42 /100 dollar	

38	Service Connection 1" Diam	EA	10	588.00	5,880.00
	five hundred eighty eight dollars			and no /100 dollar	
39	Remove Existing Hydrant	EA	2	272.13	544.26
	two hundred seventy two dollars			and 13 /100 dollar	
40	Hydrant Assembly	EA	3	2,786.22	8,358.66
	two thousand seven hundred eighty six			and 22 /100 dollar	
41	Relocate Hydrant Assembly	EA	1	1,133.14	1,133.14
	one thousand one hundred thirty three			and 14 /100 dollar	
42	Blowoff Assembly	EA	3	1,881.28	5,643.84
	one thousand eight hundred eighty one			and 28 /100 dollar	
43	Minor Change	EA	1	\$30,000	\$30,000.00
	Thirty Thousand			and 00 /100 dollar	
	SUBTOTAL				184,981.97
	8.6% SALES TAX				15,908.45
	TOTAL COST				200,890.42

Complete Bid: Contractor shall include all costs of doing the work shown, described, and intended by the Contract Documents, within the unit and lump sum bid prices in the Proposal. If the intended scope of the project, in place and complete, requires work that has no unit or lump sum bid item in the Proposal, costs shall be incidental to and included within the stipulated sum amount in the Contract.

Low Bidder Determination: The determination of who is low bidder will be determined on the basis of the Grand Total Bid Price.

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

- ☒ Addendum # 1 (01/16/2008) date of receipt)
- ☒ Addendum # 2 (01/21/2008) date of receipt)
- ☐ Addendum # (/ /200 date of receipt)
- ☐ Addendum # (/ /200 date of receipt)

Note: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

Liquidated Damages: Liquidated damages will be assessed as outlined in the 2008 Washington Department of Transportation Standard Specifications Section 1-08.9. The amount assessed daily for each working day shall be calculated as follows:

$$LD = (0.15 * C) / T$$

Where LD = Liquidated damages per working day (rounded to the nearest dollar)

C = original contract amount

T = original time for physical completion

Calculated LD = \$ 1,321.30 per day

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

It is understood that Owner may accept or reject all bids.

The Surety Company which will furnish the required Payment and Performance Bond is

TRAVERS CASUALTY and SURETY COMPANY (name) of

PO BOX 2925 TALOMA, WA 98401 (address)

Bidder: SLEAD LLC

Signature of Authorized Official: 

Printed Name & Title: ROBERT BARRY, General Manager

Address: 9021 NALLAR ROAD E. TACOMA, WA 98446

Check One: () Individual, () Partnership, () Joint Venture, () Corporation ☒ LLC

State of Incorporation: NIA

Phone Number: 253-530-7907

Date: JANUARY 26, 2009

This address and phone number is the one to which all communications regarding this proposal should be sent.

NOTES:

1. If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
2. A bid must be received on all items. If any lump sum or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

**City of Black Diamond
Railroad Avenue Waterline
Addendum No. 2**



Date: January 21, 2009

NOTICE TO ALL BIDDERS:

This addendum is issued to clarify, revise, add to or delete from, the original specification documents.

1) GENERAL PROVISIONS, BOLTS IN PIPING (PG 6-13)

Replace the 3rd sentence of the 2nd paragraph with the following:

Stainless steel bolts shall meet the requirements of ASTM A-193, Grade B8.

2) GENERAL PROVISIONS, VALVE BOX (PG 6-13 & 6-25) & STANDARD DETAILS

Replace with the following:

Each valve shall be provided with an adjustable two-piece cast iron valve box of 5" minimum inside diameter. Valve boxes shall have a top section with a 18" minimum length. The valve boxes lid shall be cast iron, 3 1/2" deep, with recessed lifting handle, and the letter "W" cast into it. Valve box riser ears shall be installed with the ears parallel to the direction of water flow.

The valve box shall be set in a telescoping fashion around the 5" pipe cut to the correct length to allow future adjustment up or down.

3) GENERAL PROVISIONS, FIRE HYDRANT (PG 6-14 & 6-26)

Clarification:

The City's preferred fire hydrant is the M&H "Reliant" #929. Other acceptable alternatives are Clow & Waterous. Mueller hydrants are not an acceptable alternative.

4) GENERAL PROVISIONS, JOINT RESTRAINT SYSTEMS (PG 6-24)

Clarification:

Acceptable joint restraint systems are as follows:

EBAA Iron (MEGALUG Series 1100)

Griffin Pipe Products Company (Snap-Lok, Bolt-Lok)

Romac (Grip Ring)

Star National Products (Shackle Products)

US Pipe (TR FLEX)

Uni-Flange Corporation (Series 1300 and 1390)

Where shackle restraint is used, all parts shall be hot-dipped galvanized.

5) SPECIAL PROVISIONS, RETAINAGE

Clarification:

The retainage for this project will be 5% as determined by WSDOT Standard Specification Section 1-09.9(1).

6) PLANS, BLOW-OFF ASSEMBLY DETAILS (SHEET 9)

Clarification:

The mainline valve shown on the blow-off assembly details on Sheet 9 is not intended to be part of the blow-off assemblies required for this project.

7) PLANS, BLOW-OFF ASSEMBLIES (SHEETS 2 & 4)

Blow-Off Assembly (STA 1+28 / See Assembly Detail A)

Clarification:

The 12" Adapter (MJ) called out in the detail is a FL x MJ Adapter.

At least **65** lineal feet of pipe shall be restrained with MegaLug Restraining system (or approved equivalent).

Blow-Off Assembly (STA 4+86)

Clarification:

A 6" FL x MJ Adapter is shown on the plans, but is not specifically called out on the plans. This adapter will be required and was included on the revised bid proposal form distributed with Addendum 1.

At least **35** lineal feet of pipe shall be restrained with MegaLug Restraining system (or approved equivalent).

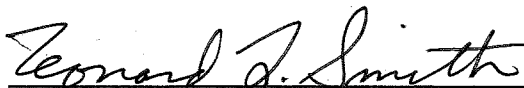
Blow-Off Assembly (STA 11+00 / See Assembly Detail J)

Clarification:

The 12" Adapter (MJ) called out in the detail is a FL x MJ Adapter.

At least **65** lineal feet of pipe shall be restrained with MegaLug Restraining system (or approved equivalent). The distance between the previous assembly and the blowoff assembly is 53 LF. The contractor may elect to extend this pipe by 12 feet to station 11+12 rather than restrain joints on the previous assembly. Additional payment will not be made for these additional 12 feet of pipe.

To be considered responsive, bidders shall acknowledge receipt of this addendum on the proposal documents and by submitting the revised proposal pages.



Leonard Smith, P.E.

PacWest Engineering

Contract City Engineer



Capital Improvement Program 2008 - 2013

Project for the **Water** Department # **W1**

PROJECT TITLE **Railroad Avenue Water Main Upgrade**

DESCRIPTION

Replace the 4 inch asbestos concrete pipe in Railroad Avenue with 12 inch ductile iron with 12 inch connections planned west on Morgan Street and east on Baker.

BACKGROUND

City staff and Council prioritized this work in anticipation of the street improvements.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	20,000	20,000					
Construction Costs	305,000		305,000				
Capital Outlay							
Contingency							
TOTAL COSTS	\$325,000	\$20,000	\$305,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB: Trans Improv Board)	105,000		105,000				
Water Utility Fund	20,000	20,000					
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Water Connection Fees							
Real Estate Excise Tax 2	200,000		200,000				
Other							
TOTAL SOURCES	\$325,000	\$20,000	\$305,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries and Benefits							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the **Street** **Department** **# T2**

PROJECT TITLE **Railroad Avenue Reconstruction**

DESCRIPTION

Widen and reconstruct the existing roadway; provide parking, sidewalks and illumination, stormwater collection treatment and detention.

BACKGROUND

Railroad Avenue is a narrow roadway with badly deteriorated pavement and gravel parking with poor drainage. There is a need for sidewalks and street lighting.

COMMENTS

There may be some benefit to attracting additional business investment in the downtown core.

CAPITAL PROJECT COSTS

Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way						
Building Improvements						
Preliminary Engineering				ex		
Design Engineering	150,000	100,000	50,000			
Construction Engineering	50,000		50,000			
Construction Costs	1,100,000		1,100,000			
Capital Outlay						
Contingency						
TOTAL COSTS	\$1,300,000	\$100,000	\$1,200,000			

REQUESTED FUNDING

Total \$ Project	2008	2009	2010	2011	2012	2013
Grants	967,943	90,000	877,943			
Water Utility Fund						
Wastewater Utility Fund						
Stormwater Utility Fund						
Street Funds	10,000	10,000				
Impact Fees						
Real Estate Excise Tax 1						
Real Estate Excise Tax 2	322,057		322,057			
PW Trust Fund						
Other						
TOTAL SOURCES	\$1,300,000	\$100,000	\$1,200,000			

NON CAPITAL OPERATING COSTS

Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other						
Debt Repayment						
TOTAL OPERATING						

BID SECURITY

Bid Deposit: The undersigned Principal hereby deposits a Bid Deposit with the City of Black Diamond in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ dollars (\$_____).

-OR-

Bid Bond: The undersigned, Slead, LLC (Principal), and Travelers Casualty and Surety * (Surety), are held and firmly bound unto the City of Black Diamond (Owner) in the penal sum of Five Percent (5%) of the Total Amount of Bid **dollars (\$_____), which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of Surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

*Company of America

Conditions: The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including sales tax and is submitted by Principal to Owner in connection with a Proposal for **Railroad Avenue Waterline**, according to the terms of the Proposal and Bid Documents.

Now therefore,

- a) If the Proposal is rejected by Owner, or
- b) If the Proposal is accepted and Principal shall duly make and enter into an Agreement with Owner in accordance with the terms of the Proposal and shall furnish a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

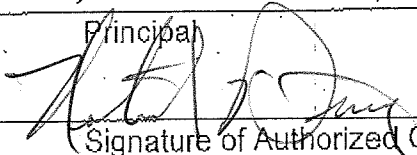
Then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligation of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any such extension.

Signed and dated this 26th day of January, 2009.

Slead, LLC


Principal


Signature of Authorized Official

Robert Barry, General Manager
Title

Travelers Casualty and Surety Company of America

Surety

By 
Attorney in Fact (attach Power of Attorney)
Guida McClain

Name & Address of local office of agent and/or Surety Company:
Arthur J Gallagher Risk Management Services, Inc.

P.O. Box 2925
Tacoma, WA 98401-2925

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 218618

Certificate No. 002335111

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Elizabeth A. Whitt, Marie Poulin, Michael R. Highsmith, and Guida McClain

of the City of Tacoma, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2008.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this 18th day of April, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

NON-COLLUSION DECLARATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Black Diamond project named **Railroad Avenue Waterline**.

SLEAD LLC

Name of Firm

[Signature]

Signature of Authorized Official

Robert Barry, General Manager

Title

Signed and sworn to before me on this 26 day of January, 2009.

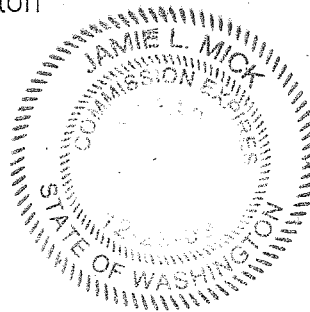
Jamie Mick

Signature of Notary Public in and for the State of Washington

Residing At: Rayallup

My appointment expires: 12-29-09

SEAL



NOTICE TO ALL BIDDERS

To report bid rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BID TABULATION

RAILROAD AVENUE WATERLINE

Bidder #1
SLEAD LLC
9021 Waller Rd E; Tacoma, WA
98446

HIGH UNIT
PRICE

LOW UNIT
PRICE

AVERAGE
UNIT PRICE

BID TABULATION							
	UNITS	QUANTITY	UNIT PRICE	BID PRICE			
1 Mobilization	LS	1	\$ 6,718.80	\$ 6,718.80	\$ 40,000.00	\$ 6,718.80	\$ 16,828.99
2 Temporary Traffic Control	LS	1	\$ 1,479.14	\$ 1,479.14	\$ 30,500.00	\$ 250.00	\$ 12,162.45
3 Removal of Structures & Obstructions	LS	1	\$ 1,831.97	\$ 1,831.97	\$ 15,400.00	\$ 100.00	\$ 3,672.80
4 Locate existing Waterlines	LS	1	\$ 558.61	\$ 558.61	\$ 10,000.00	\$ 500.00	\$ 3,065.44
5 Trench Excavation	LF	1300	\$ 6.36	\$ 8,268.00	\$ 62.84	\$ 0.01	\$ 15.58
6 Sandstone / Rock Excavation	LF	200	\$ 12.64	\$ 2,528.00	\$ 75.00	\$ 1.00	\$ 23.26
7 Pipe Zone Bedding & Backfill Material (5/8" minus)	CY	300	\$ 22.24	\$ 6,672.00	\$ 34.67	\$ 0.01	\$ 20.52
8 Trench Backfill Material (Bank Run Gravel)	CY	375	\$ 16.56	\$ 6,210.00	\$ 30.66	\$ 2.00	\$ 19.30
9 Controlled Density Fill (CDF)	LS	1	\$ 1,551.18	\$ 1,551.18	\$ 9,300.00	\$ 350.00	\$ 2,604.46
10 Surface Restoration – Crushed Surfacing Base Course	TON	375	\$ 13.16	\$ 4,935.00	\$ 32.00	\$ 1.00	\$ 17.41
11 Surface Restoration – Crushed Surfacing Top Course	TON	85	\$ 17.43	\$ 1,481.55	\$ 50.24	\$ 2.00	\$ 23.12
12 Surface Restoration – Hot Mix Asphalt	TON	85	\$ 85.61	\$ 7,276.85	\$ 286.00	\$ 85.61	\$ 158.98
13 Ductile Iron Pipe for Water Main 12" Diam, Class 52	LF	1,060	\$ 32.25	\$ 34,185.00	\$ 125.00	\$ 26.41	\$ 52.12
14 Ductile Iron Pipe for Water Main 8" Diam, Class 52	LF	230	\$ 37.31	\$ 8,581.30	\$ 96.00	\$ 17.74	\$ 44.68
15 Ductile Iron Pipe for Water Main 6" Diam, Class 52	LF	115	\$ 23.19	\$ 2,666.85	\$ 65.00	\$ 12.55	\$ 34.68
16 2" PVC Pipe	LF	40	\$ 8.34	\$ 333.60	\$ 50.00	\$ 1.78	\$ 17.45
17 12" Gate Valve	EA	10	\$ 1,585.87	\$ 15,858.70	\$ 4,000.00	\$ 1,488.72	\$ 2,076.31
18 8" Gate Valve	EA	3	\$ 884.14	\$ 2,652.42	\$ 1,500.00	\$ 871.90	\$ 1,133.55
19 6" Gate Valve	EA	2	\$ 616.21	\$ 1,232.42	\$ 1,300.00	\$ 583.12	\$ 879.03
20 2" Gate Valve with Saddle	EA	2	\$ 389.47	\$ 778.94	\$ 1,000.00	\$ 351.31	\$ 594.73
21 8" Cross	EA	1	\$ 670.13	\$ 670.13	\$ 2,000.00	\$ 510.00	\$ 848.02
22 12" Tee	EA	1	\$ 1,039.83	\$ 1,039.83	\$ 1,500.00	\$ 550.00	\$ 920.49
23 12" x 12" x 8" Tee	EA	3	\$ 855.75	\$ 2,567.25	\$ 2,037.00	\$ 500.00	\$ 855.26
24 12" x 12" x 6" Tee	EA	5	\$ 1,013.06	\$ 5,065.30	\$ 1,200.00	\$ 500.00	\$ 753.72
25 8" x 8" x 6" Tee	EA	1	\$ 677.13	\$ 677.13	\$ 677.13	\$ 230.00	\$ 438.99
26 6" Tee	EA	1	\$ 470.77	\$ 470.77	\$ 1,800.00	\$ 120.00	\$ 423.42
27 12" 22.5-degree Bend	EA	2	\$ 639.30	\$ 1,278.60	\$ 1,050.00	\$ 342.22	\$ 586.68
28 8" 22.5-degree Bend	EA	1	\$ 460.16	\$ 460.16	\$ 800.00	\$ 165.00	\$ 333.97
29 8" 45-degree Bend	EA	5	\$ 459.38	\$ 2,296.90	\$ 500.00	\$ 160.00	\$ 293.22
30 6" FL x MJ Adapter	EA	1	\$ 130.19	\$ 130.19	\$ 300.00	\$ 87.22	\$ 170.72
31 8" FL x MJ Adapter	EA	2	\$ 168.90	\$ 337.80	\$ 1,750.00	\$ 125.00	\$ 292.90
32 12" FL x MJ Adapter	EA	4	\$ 254.15	\$ 1,016.60	\$ 420.00	\$ 150.00	\$ 296.27
33 12" Blind Flange	EA	3	\$ 264.05	\$ 792.15	\$ 450.00	\$ 130.00	\$ 249.77
34 6" Blind Flange	EA	1	\$ 147.58	\$ 147.58	\$ 450.00	\$ 60.00	\$ 140.78
35 8" Plug with 2" tap	EA	1	\$ 91.67	\$ 91.67	\$ 300.00	\$ 49.23	\$ 132.04
36 6" Coupling	EA	2	\$ 163.21	\$ 326.42	\$ 1,100.00	\$ 80.00	\$ 229.74
37 2" Coupling	EA	3	\$ 84.42	\$ 253.26	\$ 525.00	\$ 42.00	\$ 126.85
38 Service Connection 1" Diam	EA	10	\$ 588.00	\$ 5,880.00	\$ 3,320.00	\$ 450.00	\$ 1,106.81
39 Remove Existing Hydrant	EA	2	\$ 272.13	\$ 544.26	\$ 2,100.00	\$ 125.00	\$ 618.33
40 Hydrant Assembly	EA	3	\$ 2,786.22	\$ 8,358.66	\$ 6,000.00	\$ 2,786.22	\$ 3,793.98
41 Relocate Hydrant Assembly	EA	1	\$ 1,133.14	\$ 1,133.14	\$ 6,000.00	\$ 648.00	\$ 1,900.85
42 Blowoff Assembly	EA	3	\$ 1,881.28	\$ 5,643.84	\$ 3,471.69	\$ 1,300.00	\$ 2,077.40
43 Minor Change	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Subtotal				\$ 184,981.97			
Sales Tax (8.6%)				\$ 15,908.45			
Total				\$ 200,890.42			

BID TABULATION

RAILROAD AVENUE WATERLINE

Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
SLEAD LLC	KAR-VEL CONSTRUCTION	BIG MOUNTAIN ENTERPRISES	REED TRUCKING & EXCAVATING	PAPE & SONS CONSTRUCTION, INC.
9021 Waller Rd E; Tacoma, WA 98446	PO Box 58275; Renton, WA 98058	PO Box 1001; Enumclaw, WA 98022	PO Box 731629; Puyallup, WA 98373	9401 54th Ave NW, Suite 1A; Gig Harbor, WA 98332

BID TABULATION

	UNITS	QUANTITY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
1 Mobilization	LS	1	\$ 6,718.80	\$ 6,718.80	\$ 22,000.00	\$ 22,000.00	\$ 8,500.00	\$ 8,500.00	\$ 14,000.00	\$ 14,000.00	\$ 11,000.00	\$ 11,000.00
2 Temporary Traffic Control	LS	1	\$ 1,479.14	\$ 1,479.14	\$ 250.00	\$ 250.00	\$ 4,120.00	\$ 4,120.00	\$ 18,000.00	\$ 18,000.00	\$ 800.00	\$ 800.00
3 Removal of Structures & Obstructions	LS	1	\$ 1,831.97	\$ 1,831.97	\$ 100.00	\$ 100.00	\$ 2,060.00	\$ 2,060.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4 Locate existing Waterlines	LS	1	\$ 558.61	\$ 558.61	\$ 500.00	\$ 500.00	\$ 2,360.00	\$ 2,360.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00
5 Trench Excavation	LF	1300	\$ 6.36	\$ 8,268.00	\$ 0.01	\$ 13.00	\$ 39.53	\$ 51,389.00	\$ 10.00	\$ 13,000.00	\$ 5.00	\$ 6,500.00
6 Sandstone / Rock Excavation	LF	200	\$ 12.64	\$ 2,528.00	\$ 1.00	\$ 200.00	\$ 23.69	\$ 4,738.00	\$ 2.00	\$ 400.00	\$ 20.00	\$ 4,000.00
7 Pipe Zone Bedding & Backfill Material (5/8" minus)	CY	300	\$ 22.24	\$ 6,672.00	\$ 0.01	\$ 3.00	\$ 19.00	\$ 5,700.00	\$ 20.00	\$ 6,000.00	\$ 30.00	\$ 9,000.00
8 Trench Backfill Material (Bank Run Gravel)	CY	375	\$ 16.56	\$ 6,210.00	\$ 2.00	\$ 750.00	\$ 18.50	\$ 6,937.50	\$ 20.00	\$ 7,500.00	\$ 18.00	\$ 6,750.00
9 Controlled Density Fill (CDF)	LS	1	\$ 1,551.18	\$ 1,551.18	\$ 350.00	\$ 350.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
10 Surface Restoration – Crushed Surfacing Base Course	TON	375	\$ 13.16	\$ 4,935.00	\$ 1.00	\$ 375.00	\$ 15.96	\$ 5,985.00	\$ 15.00	\$ 5,625.00	\$ 18.00	\$ 6,750.00
11 Surface Restoration – Crushed Surfacing Top Course	TON	85	\$ 17.43	\$ 1,481.55	\$ 2.00	\$ 170.00	\$ 14.20	\$ 1,207.00	\$ 15.00	\$ 1,275.00	\$ 18.00	\$ 1,530.00
12 Surface Restoration – Hot Mix Asphalt	TON	85	\$ 85.61	\$ 7,276.85	\$ 155.00	\$ 13,175.00	\$ 152.00	\$ 12,920.00	\$ 110.00	\$ 9,350.00	\$ 180.00	\$ 15,300.00
13 Ductile Iron Pipe for Water Main 12" Diam, Class 52	LF	1,060	\$ 32.25	\$ 34,185.00	\$ 58.40	\$ 61,904.00	\$ 26.41	\$ 27,994.60	\$ 40.00	\$ 42,400.00	\$ 52.00	\$ 55,120.00
14 Ductile Iron Pipe for Water Main 8" Diam, Class 52	LF	230	\$ 37.31	\$ 8,581.30	\$ 49.00	\$ 11,270.00	\$ 17.74	\$ 4,080.20	\$ 30.00	\$ 6,900.00	\$ 42.00	\$ 9,660.00
15 Ductile Iron Pipe for Water Main 6" Diam, Class 52	LF	115	\$ 23.19	\$ 2,666.85	\$ 39.00	\$ 4,485.00	\$ 12.55	\$ 1,443.25	\$ 25.00	\$ 2,875.00	\$ 65.00	\$ 7,475.00
16 2" PVC Pipe	LF	40	\$ 8.34	\$ 333.60	\$ 19.00	\$ 760.00	\$ 1.78	\$ 71.20	\$ 10.00	\$ 400.00	\$ 21.00	\$ 840.00
17 12" Gate Valve	EA	10	\$ 1,585.87	\$ 15,858.70	\$ 1,900.00	\$ 19,000.00	\$ 1,760.10	\$ 17,601.00	\$ 1,800.00	\$ 18,000.00	\$ 2,100.00	\$ 21,000.00
18 8" Gate Valve	EA	3	\$ 884.14	\$ 2,652.42	\$ 1,050.00	\$ 3,150.00	\$ 871.90	\$ 2,615.70	\$ 1,200.00	\$ 3,600.00	\$ 1,300.00	\$ 3,900.00
19 6" Gate Valve	EA	2	\$ 616.21	\$ 1,232.42	\$ 680.00	\$ 1,360.00	\$ 583.12	\$ 1,166.24	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
20 2" Gate Valve with Saddle	EA	2	\$ 389.47	\$ 778.94	\$ 500.00	\$ 1,000.00	\$ 351.31	\$ 702.62	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00
21 8" Cross	EA	1	\$ 670.13	\$ 670.13	\$ 550.00	\$ 550.00	\$ 625.90	\$ 625.90	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00
22 12" Tee	EA	1	\$ 1,039.83	\$ 1,039.83	\$ 600.00	\$ 600.00	\$ 744.60	\$ 744.60	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00
23 12" x 12" x 8" Tee	EA	3	\$ 855.75	\$ 2,567.25	\$ 600.00	\$ 1,800.00	\$ 555.77	\$ 1,667.31	\$ 700.00	\$ 2,100.00	\$ 500.00	\$ 1,500.00
24 12" x 12" x 6" Tee	EA	5	\$ 1,013.06	\$ 5,065.30	\$ 520.00	\$ 2,600.00	\$ 710.90	\$ 3,554.50	\$ 700.00	\$ 3,500.00	\$ 600.00	\$ 3,000.00
25 8" x 8" x 6" Tee	EA	1	\$ 677.13	\$ 677.13	\$ 240.00	\$ 240.00	\$ 383.26	\$ 383.26	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
26 6" Tee	EA	1	\$ 470.77	\$ 470.77	\$ 130.00	\$ 130.00	\$ 181.16	\$ 181.16	\$ 300.00	\$ 300.00	\$ 1,800.00	\$ 1,800.00
27 12" 22.5-degree Bend	EA	2	\$ 639.30	\$ 1,278.60	\$ 420.00	\$ 840.00	\$ 342.22	\$ 684.44	\$ 400.00	\$ 800.00	\$ 425.00	\$ 850.00
28 8" 22.5-degree Bend	EA	1	\$ 460.16	\$ 460.16	\$ 180.00	\$ 180.00	\$ 170.40	\$ 170.40	\$ 250.00	\$ 250.00	\$ 220.00	\$ 220.00
29 8" 45-degree Bend	EA	5	\$ 459.38	\$ 2,296.90	\$ 160.00	\$ 800.00	\$ 165.00	\$ 825.00	\$ 250.00	\$ 1,250.00	\$ 220.00	\$ 1,100.00
30 6" FL x MJ Adapter	EA	1	\$ 130.19	\$ 130.19	\$ 150.00	\$ 150.00	\$ 87.22	\$ 87.22	\$ 250.00	\$ 250.00	\$ 95.00	\$ 95.00
31 8" FL x MJ Adapter	EA	2	\$ 168.90	\$ 337.80	\$ 200.00	\$ 400.00	\$ 126.63	\$ 253.26	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00
32 12" FL x MJ Adapter	EA	4	\$ 254.15	\$ 1,016.60	\$ 420.00	\$ 1,680.00	\$ 209.50	\$ 838.00	\$ 250.00	\$ 1,000.00	\$ 220.00	\$ 880.00
33 12" Blind Flange	EA	3	\$ 264.05	\$ 792.15	\$ 220.00	\$ 660.00	\$ 219.26	\$ 657.78	\$ 250.00	\$ 750.00	\$ 130.00	\$ 390.00
34 6" Blind Flange	EA	1	\$ 147.58	\$ 147.58	\$ 65.00	\$ 65.00	\$ 105.40	\$ 105.40	\$ 250.00	\$ 250.00	\$ 70.00	\$ 70.00
35 8" Plug with 2" tap	EA	1	\$ 91.67	\$ 91.67	\$ 65.00	\$ 65.00	\$ 49.23	\$ 49.23	\$ 250.00	\$ 250.00	\$ 90.00	\$ 90.00
36 6" Coupling	EA	2	\$ 163.21	\$ 326.42	\$ 100.00	\$ 200.00	\$ 120.00	\$ 240.00	\$ 250.00	\$ 500.00	\$ 80.00	\$ 160.00
37 2" Coupling	EA	3	\$ 84.42	\$ 253.26	\$ 45.00	\$ 135.00	\$ 42.50	\$ 127.50	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00
38 Service Connection 1" Diam	EA	10	\$ 588.00	\$ 5,880.00	\$ 1,200.00	\$ 12,000.00	\$ 450.00	\$ 4,500.00	\$ 700.00	\$ 7,000.00	\$ 1,000.00	\$ 10,000.00
39 Remove Existing Hydrant	EA	2	\$ 272.13	\$ 544.26	\$ 125.00	\$ 250.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 220.00	\$ 440.00
40 Hydrant Assembly	EA	3	\$ 2,786.22	\$ 8,358.66	\$ 3,800.00	\$ 11,400.00	\$ 3,082.00	\$ 9,246.00	\$ 4,000.00	\$ 12,000.00	\$ 3,500.00	\$ 10,500.00
41 Relocate Hydrant Assembly	EA	1	\$ 1,133.14	\$ 1,133.14	\$ 1,800.00	\$ 1,800.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 2,300.00	\$ 2,300.00
42 Blowoff Assembly	EA	3	\$ 1,881.28	\$ 5,643.84	\$ 2,200.00	\$ 6,600.00	\$ 1,334.17	\$ 4,002.51	\$ 1,800.00	\$ 5,400.00	\$ 1,300.00	\$ 3,900.00
43 Minor Change	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
		Subtotal		\$ 184,981.97		\$ 213,960.00		\$ 223,984.78		\$ 227,125.00		\$ 237,020.00
		Sales Tax (8.6%)		\$ 15,908.45		\$ 18,400.56		\$ 19,262.69		\$ 19,532.75		\$ 20,383.72
		Total		\$ 200,890.42		\$ 232,360.56		\$ 243,247.47		\$ 246,657.75		\$ 257,403.72

BID TABULATION

RAILROAD AVENUE WATERLINE

Bidder #6	Bidder #7	Bidder #8	Bidder #9	Bidder #10
ARCHER CONSTRUCTION, INC	CASCADE UTILITIES, INC.	RG CONSTRUCTION INC.	PARKER PACIFIC, INC.	NORTHWEST CASCADE, INC.
7855 SO 206th St; Kent, WA 98032-1354	PO Box 322; Redmond, WA 98073-0322	PO Box; Chehalis, WA 98532	27120 112th St E; Buckley, WA 98321	PO Box 73399; Puyallup, WA 98373

BID TABULATION

	UNITS	QUANTITY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
1 Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 26,016.00	\$ 26,016.00	\$ 8,000.00	\$ 8,000.00	\$ 19,200.00	\$ 19,200.00
2 Temporary Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 18,363.60	\$ 18,363.60	\$ 10,104.00	\$ 10,104.00	\$ 11,520.00	\$ 11,520.00	\$ 6,000.00	\$ 6,000.00
3 Removal of Structures & Obstructions	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 800.00	\$ 800.00	\$ 3,600.00	\$ 3,600.00	\$ 4,000.00	\$ 4,000.00	\$ 15,400.00	\$ 15,400.00
4 Locate existing Waterlines	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,908.92	\$ 2,908.92	\$ 4,704.00	\$ 4,704.00	\$ 2,100.00	\$ 2,100.00	\$ 4,250.00	\$ 4,250.00
5 Trench Excavation	LF	1300	\$ 15.00	\$ 19,500.00	\$ 22.50	\$ 29,250.00	\$ 11.48	\$ 14,924.00	\$ 22.00	\$ 28,600.00	\$ 2.00	\$ 2,600.00
6 Sandstone / Rock Excavation	LF	200	\$ 25.00	\$ 5,000.00	\$ 10.00	\$ 2,000.00	\$ 9.60	\$ 1,920.00	\$ 40.00	\$ 8,000.00	\$ 10.00	\$ 2,000.00
7 Pipe Zone Bedding & Backfill Material (5/8" minus)	CY	300	\$ 20.00	\$ 6,000.00	\$ 34.67	\$ 10,401.00	\$ 21.22	\$ 6,366.00	\$ 13.00	\$ 3,900.00	\$ 21.00	\$ 6,300.00
8 Trench Backfill Material (Bank Run Gravel)	CY	375	\$ 15.00	\$ 5,625.00	\$ 29.81	\$ 11,178.75	\$ 16.93	\$ 6,348.75	\$ 23.00	\$ 8,625.00	\$ 21.00	\$ 7,875.00
9 Controlled Density Fill (CDF)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,239.68	\$ 2,239.68	\$ 4,176.00	\$ 4,176.00	\$ 2,500.00	\$ 2,500.00	\$ 9,300.00	\$ 9,300.00
10 Surface Restoration – Crushed Surfacing Base Course	TON	375	\$ 18.00	\$ 6,750.00	\$ 18.84	\$ 7,065.00	\$ 22.19	\$ 8,321.25	\$ 15.00	\$ 5,625.00	\$ 19.00	\$ 7,125.00
11 Surface Restoration – Crushed Surfacing Top Course	TON	85	\$ 19.00	\$ 1,615.00	\$ 23.67	\$ 2,011.95	\$ 50.24	\$ 4,270.40	\$ 20.00	\$ 1,700.00	\$ 19.00	\$ 1,615.00
12 Surface Restoration – Hot Mix Asphalt	TON	85	\$ 125.00	\$ 10,625.00	\$ 169.11	\$ 14,374.35	\$ 147.00	\$ 12,495.00	\$ 185.00	\$ 15,725.00	\$ 110.00	\$ 9,350.00
13 Ductile Iron Pipe for Water Main 12" Diam, Class 52	LF	1,060	\$ 35.00	\$ 37,100.00	\$ 35.12	\$ 37,227.20	\$ 40.51	\$ 42,940.60	\$ 41.00	\$ 43,460.00	\$ 54.00	\$ 57,240.00
14 Ductile Iron Pipe for Water Main 8" Diam, Class 52	LF	230	\$ 25.00	\$ 5,750.00	\$ 29.03	\$ 6,676.90	\$ 40.75	\$ 9,372.50	\$ 25.00	\$ 5,750.00	\$ 39.00	\$ 8,970.00
15 Ductile Iron Pipe for Water Main 6" Diam, Class 52	LF	115	\$ 20.00	\$ 2,300.00	\$ 14.82	\$ 1,704.30	\$ 45.58	\$ 5,241.70	\$ 23.00	\$ 2,645.00	\$ 29.00	\$ 3,335.00
16 2" PVC Pipe	LF	40	\$ 8.00	\$ 320.00	\$ 8.00	\$ 320.00	\$ 20.58	\$ 823.20	\$ 12.00	\$ 480.00	\$ 18.00	\$ 720.00
17 12" Gate Valve	EA	10	\$ 1,800.00	\$ 18,000.00	\$ 1,710.00	\$ 17,100.00	\$ 1,488.72	\$ 14,887.20	\$ 2,300.00	\$ 23,000.00	\$ 2,100.00	\$ 21,000.00
18 8" Gate Valve	EA	3	\$ 1,100.00	\$ 3,300.00	\$ 988.90	\$ 2,966.70	\$ 1,100.00	\$ 3,300.00	\$ 1,200.00	\$ 3,600.00	\$ 1,300.00	\$ 3,900.00
19 6" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 698.31	\$ 1,396.62	\$ 757.80	\$ 1,515.60	\$ 1,200.00	\$ 2,400.00	\$ 975.00	\$ 1,950.00
20 2" Gate Valve with Saddle	EA	2	\$ 500.00	\$ 1,000.00	\$ 841.50	\$ 1,683.00	\$ 498.60	\$ 997.20	\$ 400.00	\$ 800.00	\$ 700.00	\$ 1,400.00
21 8" Cross	EA	1	\$ 510.00	\$ 510.00	\$ 521.22	\$ 521.22	\$ 618.00	\$ 618.00	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00
22 12" Tee	EA	1	\$ 550.00	\$ 550.00	\$ 694.45	\$ 694.45	\$ 908.40	\$ 908.40	\$ 870.00	\$ 870.00	\$ 1,100.00	\$ 1,100.00
23 12" x 12" x 8" Tee	EA	3	\$ 550.00	\$ 1,650.00	\$ 618.79	\$ 1,856.37	\$ 670.00	\$ 2,010.00	\$ 2,037.00	\$ 6,111.00	\$ 925.00	\$ 2,775.00
24 12" x 12" x 6" Tee	EA	5	\$ 500.00	\$ 2,500.00	\$ 608.00	\$ 3,040.00	\$ 632.88	\$ 3,164.40	\$ 651.00	\$ 3,255.00	\$ 900.00	\$ 4,500.00
25 8" x 8" x 6" Tee	EA	1	\$ 230.00	\$ 230.00	\$ 336.43	\$ 336.43	\$ 426.00	\$ 426.00	\$ 342.00	\$ 342.00	\$ 600.00	\$ 600.00
26 6" Tee	EA	1	\$ 120.00	\$ 120.00	\$ 287.72	\$ 287.72	\$ 303.60	\$ 303.60	\$ 233.00	\$ 233.00	\$ 475.00	\$ 475.00
27 12" 22.5-degree Bend	EA	2	\$ 380.00	\$ 760.00	\$ 440.50	\$ 881.00	\$ 487.20	\$ 974.40	\$ 466.00	\$ 932.00	\$ 1,050.00	\$ 2,100.00
28 8" 22.5-degree Bend	EA	1	\$ 165.00	\$ 165.00	\$ 276.57	\$ 276.57	\$ 296.40	\$ 296.40	\$ 191.00	\$ 191.00	\$ 450.00	\$ 450.00
29 8" 45-degree Bend	EA	5	\$ 160.00	\$ 800.00	\$ 185.62	\$ 928.10	\$ 227.28	\$ 1,136.40	\$ 211.00	\$ 1,055.00	\$ 450.00	\$ 2,250.00
30 6" FL x MJ Adapter	EA	1	\$ 155.00	\$ 155.00	\$ 158.03	\$ 158.03	\$ 200.40	\$ 200.40	\$ 110.00	\$ 110.00	\$ 200.00	\$ 200.00
31 8" FL x MJ Adapter	EA	2	\$ 190.00	\$ 380.00	\$ 203.21	\$ 406.42	\$ 211.80	\$ 423.60	\$ 168.00	\$ 336.00	\$ 250.00	\$ 500.00
32 12" FL x MJ Adapter	EA	4	\$ 400.00	\$ 1,600.00	\$ 313.91	\$ 1,255.64	\$ 301.50	\$ 1,206.00	\$ 275.00	\$ 1,100.00	\$ 350.00	\$ 1,400.00
33 12" Blind Flange	EA	3	\$ 200.00	\$ 600.00	\$ 161.16	\$ 483.48	\$ 202.80	\$ 608.40	\$ 186.00	\$ 558.00	\$ 450.00	\$ 1,350.00
34 6" Blind Flange	EA	1	\$ 60.00	\$ 60.00	\$ 69.13	\$ 69.13	\$ 153.60	\$ 153.60	\$ 66.00	\$ 66.00	\$ 170.00	\$ 170.00
35 8" Plug with 2" tap	EA	1	\$ 60.00	\$ 60.00	\$ 60.31	\$ 60.31	\$ 158.40	\$ 158.40	\$ 81.00	\$ 81.00	\$ 300.00	\$ 300.00
36 6" Coupling	EA	2	\$ 120.00	\$ 240.00	\$ 126.38	\$ 252.76	\$ 186.00	\$ 372.00	\$ 153.00	\$ 306.00	\$ 1,100.00	\$ 2,200.00
37 2" Coupling	EA	3	\$ 65.00	\$ 195.00	\$ 63.60	\$ 190.80	\$ 67.60	\$ 202.80	\$ 42.00	\$ 126.00	\$ 525.00	\$ 1,575.00
38 Service Connection 1" Diam	EA	10	\$ 1,000.00	\$ 10,000.00	\$ 1,362.81	\$ 13,628.10	\$ 581.28	\$ 5,812.80	\$ 750.00	\$ 7,500.00	\$ 750.00	\$ 7,500.00
39 Remove Existing Hydrant	EA	2	\$ 550.00	\$ 1,100.00	\$ 492.84	\$ 985.68	\$ 465.00	\$ 930.00	\$ 1,250.00	\$ 2,500.00	\$ 400.00	\$ 800.00
40 Hydrant Assembly	EA	3	\$ 3,600.00	\$ 10,800.00	\$ 3,142.64	\$ 9,427.92	\$ 3,648.79	\$ 10,946.37	\$ 4,300.00	\$ 12,900.00	\$ 3,600.00	\$ 10,800.00
41 Relocate Hydrant Assembly	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,631.64	\$ 1,631.64	\$ 648.00	\$ 648.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00
42 Blowoff Assembly	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 2,310.91	\$ 6,932.73	\$ 2,938.00	\$ 8,814.00	\$ 2,800.00	\$ 8,400.00	\$ 1,525.00	\$ 4,575.00
43 Minor Change	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Subtotal				\$ 250,660.00		\$ 251,972.47		\$ 252,637.37		\$ 261,452.00		\$ 267,450.00
Sales Tax (8.6%)				\$ 21,556.76		\$ 21,669.63		\$ 21,726.81		\$ 22,484.87		\$ 23,000.70
Total				\$ 272,216.76		\$ 273,642.10		\$ 274,364.18		\$ 283,936.87		\$ 290,450.70

BID TABULATION

RAILROAD AVENUE WATERLINE

Bidder #11	Bidder #12	Bidder #13	Bidder #14	Bidder #15
VJM CONSTRUCTION CO, INC.	JOHANSEN EXCAVATING INC.	FURY CONSTRUCTION, LLC	B.C. BREMMEYER, LLC	NOR TEC CONSTRUCTION CO, INC
12409 230th Place NE; Redmond, WA 98053	PO Box 674; Buckley, WA 98321	PO Box 1198; North Bend, WA 98045	PO Box 628; Black Diamond, WA 98010	23444 30th Ave S #101; Kent, WA 98032

BID TABULATION

	UNITS	QUANTITY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
1 Mobilization	LS	1	\$ 29,000.00	\$ 29,000.00	\$ 8,000.00	\$ 8,000.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00
2 Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 30,500.00	\$ 30,500.00	\$ 5,000.00	\$ 5,000.00	\$ 30,300.00	\$ 30,300.00	\$ 25,000.00	\$ 25,000.00
3 Removal of Structures & Obstructions	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
4 Locate existing Waterlines	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,900.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
5 Trench Excavation	LF	1300	\$ 5.00	\$ 6,500.00	\$ 5.00	\$ 6,500.00	\$ 15.00	\$ 19,500.00	\$ 12.00	\$ 15,600.00	\$ 62.84	\$ 81,692.00
6 Sandstone / Rock Excavation	LF	200	\$ 10.00	\$ 2,000.00	\$ 75.00	\$ 15,000.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00
7 Pipe Zone Bedding & Backfill Material (5/8" minus)	CY	300	\$ 12.00	\$ 3,600.00	\$ 23.00	\$ 6,900.00	\$ 15.00	\$ 4,500.00	\$ 31.66	\$ 9,498.00	\$ 25.00	\$ 7,500.00
8 Trench Backfill Material (Bank Run Gravel)	CY	375	\$ 12.00	\$ 4,500.00	\$ 23.00	\$ 8,625.00	\$ 15.00	\$ 5,625.00	\$ 30.66	\$ 11,497.50	\$ 28.00	\$ 10,500.00
9 Controlled Density Fill (CDF)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 5,400.00	\$ 5,400.00	\$ 2,500.00	\$ 2,500.00
10 Surface Restoration – Crushed Surfacing Base Course	TON	375	\$ 12.00	\$ 4,500.00	\$ 14.00	\$ 5,250.00	\$ 22.00	\$ 8,250.00	\$ 32.00	\$ 12,000.00	\$ 25.00	\$ 9,375.00
11 Surface Restoration – Crushed Surfacing Top Course	TON	85	\$ 12.00	\$ 1,020.00	\$ 26.00	\$ 2,210.00	\$ 25.00	\$ 2,125.00	\$ 35.29	\$ 2,999.65	\$ 50.00	\$ 4,250.00
12 Surface Restoration – Hot Mix Asphalt	TON	85	\$ 200.00	\$ 17,000.00	\$ 155.00	\$ 13,175.00	\$ 225.00	\$ 19,125.00	\$ 286.00	\$ 24,310.00	\$ 100.00	\$ 8,500.00
13 Ductile Iron Pipe for Water Main 12" Diam, Class 52	LF	1,060	\$ 69.00	\$ 73,140.00	\$ 60.00	\$ 63,600.00	\$ 125.00	\$ 132,500.00	\$ 75.94	\$ 80,496.40	\$ 37.16	\$ 39,389.60
14 Ductile Iron Pipe for Water Main 8" Diam, Class 52	LF	230	\$ 60.00	\$ 13,800.00	\$ 40.00	\$ 9,200.00	\$ 96.00	\$ 22,080.00	\$ 54.34	\$ 12,498.20	\$ 85.00	\$ 19,550.00
15 Ductile Iron Pipe for Water Main 6" Diam, Class 52	LF	115	\$ 45.00	\$ 5,175.00	\$ 28.00	\$ 3,220.00	\$ 45.00	\$ 5,175.00	\$ 40.00	\$ 4,600.00	\$ 65.00	\$ 7,475.00
16 2" PVC Pipe	LF	40	\$ 25.00	\$ 1,000.00	\$ 15.00	\$ 600.00	\$ 25.00	\$ 1,000.00	\$ 20.00	\$ 800.00	\$ 50.00	\$ 2,000.00
17 12" Gate Valve	EA	10	\$ 2,000.00	\$ 20,000.00	\$ 1,700.00	\$ 17,000.00	\$ 2,900.00	\$ 29,000.00	\$ 2,000.00	\$ 20,000.00	\$ 4,000.00	\$ 40,000.00
18 8" Gate Valve	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 975.00	\$ 2,925.00	\$ 1,500.00	\$ 4,500.00	\$ 1,033.33	\$ 3,099.99	\$ 1,500.00	\$ 4,500.00
19 6" Gate Valve	EA	2	\$ 900.00	\$ 1,800.00	\$ 700.00	\$ 1,400.00	\$ 1,075.00	\$ 2,150.00	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00
20 2" Gate Valve with Saddle	EA	2	\$ 680.00	\$ 1,360.00	\$ 450.00	\$ 900.00	\$ 760.00	\$ 1,520.00	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00
21 8" Cross	EA	1	\$ 600.00	\$ 600.00	\$ 575.00	\$ 575.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
22 12" Tee	EA	1	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00
23 12" x 12" x 8" Tee	EA	3	\$ 700.00	\$ 2,100.00	\$ 650.00	\$ 1,950.00	\$ 1,200.00	\$ 3,600.00	\$ 1,266.66	\$ 3,799.98	\$ 1,000.00	\$ 3,000.00
24 12" x 12" x 6" Tee	EA	5	\$ 600.00	\$ 3,000.00	\$ 650.00	\$ 3,250.00	\$ 1,200.00	\$ 6,000.00	\$ 1,020.00	\$ 5,100.00	\$ 1,000.00	\$ 5,000.00
25 8" x 8" x 6" Tee	EA	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
26 6" Tee	EA	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00
27 12" 22.5-degree Bend	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
28 8" 22.5-degree Bend	EA	1	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00
29 8" 45-degree Bend	EA	5	\$ 400.00	\$ 2,000.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00	\$ 360.00	\$ 1,800.00	\$ 500.00	\$ 2,500.00
30 6" FL x MJ Adapter	EA	1	\$ 125.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
31 8" FL x MJ Adapter	EA	2	\$ 180.00	\$ 360.00	\$ 200.00	\$ 400.00	\$ 220.00	\$ 440.00	\$ 1,750.00	\$ 3,500.00	\$ 125.00	\$ 250.00
32 12" FL x MJ Adapter	EA	4	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 325.00	\$ 1,300.00	\$ 375.00	\$ 1,500.00	\$ 150.00	\$ 600.00
33 12" Blind Flange	EA	3	\$ 220.00	\$ 660.00	\$ 300.00	\$ 900.00	\$ 260.00	\$ 780.00	\$ 433.33	\$ 1,299.99	\$ 250.00	\$ 750.00
34 6" Blind Flange	EA	1	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 105.00	\$ 105.00	\$ 450.00	\$ 450.00	\$ 100.00	\$ 100.00
35 8" Plug with 2" tap	EA	1	\$ 180.00	\$ 180.00	\$ 150.00	\$ 150.00	\$ 80.00	\$ 80.00	\$ 265.00	\$ 265.00	\$ 100.00	\$ 100.00
36 6" Coupling	EA	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 297.50	\$ 595.00	\$ 150.00	\$ 300.00
37 2" Coupling	EA	3	\$ 100.00	\$ 300.00	\$ 77.68	\$ 233.04	\$ 50.00	\$ 150.00	\$ 240.00	\$ 720.00	\$ 100.00	\$ 300.00
38 Service Connection 1" Diam	EA	10	\$ 1,500.00	\$ 15,000.00	\$ 750.00	\$ 7,500.00	\$ 450.00	\$ 4,500.00	\$ 3,320.00	\$ 33,200.00	\$ 2,200.00	\$ 22,000.00
39 Remove Existing Hydrant	EA	2	\$ 200.00	\$ 400.00	\$ 1,000.00	\$ 2,000.00	\$ 250.00	\$ 500.00	\$ 2,100.00	\$ 4,200.00	\$ 250.00	\$ 500.00
40 Hydrant Assembly	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 3,750.00	\$ 11,250.00	\$ 3,700.00	\$ 11,100.00	\$ 6,000.00	\$ 18,000.00	\$ 4,000.00	\$ 12,000.00
41 Relocate Hydrant Assembly	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
42 Blowoff Assembly	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 1,800.00	\$ 5,400.00	\$ 1,500.00	\$ 4,500.00	\$ 3,471.69	\$ 10,415.07	\$ 2,000.00	\$ 6,000.00
43 Minor Change	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Subtotal				\$ 272,720.00		\$ 274,113.04		\$ 361,305.00		\$ 401,244.78		\$ 422,231.60
Sales Tax (8.6%)				\$ 23,453.92		\$ 23,573.72		\$ 31,072.23		\$ 34,507.05		\$ 36,311.92
Total				\$ 296,173.92		\$ 297,686.76		\$ 392,377.23		\$ 435,751.83		\$ 458,543.52

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-575, authorizing the Mayor to execute an Agreement with PacWest Engineering for an update of the Sewer System Comprehensive Plan	Agenda Date: February 5, 2009		AB09-013
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$79,943	Court – Kaaren Woods		
Fund Source: Sewer Capital Fund	Community Devel. – Steve Pilcher		
Timeline: Completed in 12 weeks for draft			
Attachments: Resolution 09-575, PacWest agreement, PacWest Scope of Work, Pac West proposal, Capital Improvement Plan page for update			
SUMMARY STATEMENT: <p>The current sewer comprehensive plan is based on 1999 data and was adopted in May of 2003. Although the city has not grown significantly in the past 8 years, other changes are pushing the need for the update of the sewer comprehensive plan. Currently, the City needs to address:</p> <ol style="list-style-type: none"> 1) Local operational planning by Black Diamond- The new land use and more defined Master Planned Development proposals before the City are prompting additional analysis of the system, capital projects and sewer capacity issues; 2) Regional planning by King County Metro Wastewater- Metro is getting close to finalizing their peak sewage storage project here in Black Diamond. The City needs to advance the planning to a higher level in order to affect the regional planning effort from the City's best interest position; <p>The Washington State Department of Ecology regulates sewer utilities and will require an update to implement current state requirements. Producing a draft document will take approximately three months and the Department of Ecology usually will require about three months for their review.</p> <p>A typical utility comprehensive plan update costs between \$130,000 and \$180,000. This update is substantially less because of the local background experience that PacWest has with Black Diamond and there is minimal growth and changes in the circumstances over the last 8 years.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The Public Works/Utilities Committee met to discuss the proposal on January 29, 2009, and recommended forwarding to the full Council. A future supplement may address a hydraulic study. The public works committee has asked staff to bring back to Council the cost of developing a complete GIS mapping and hydraulic model for the City system. This would come to the City for consideration as a supplement to this contract sometime in the next couple of months.			

RECOMMENDED ACTION: **Motion to adopt Resolution 09-575, authorizing the mayor to execute an agreement with PacWest Engineering to update the City's sewer comprehensive plan.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 5, 2009		

RESOLUTION NO. 09-575

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING A CONTRACT WITH PACWEST
ENGINEERING FOR ENGINEERING AND PLANNING
SERVICES TO UPDATE THE CITY SEWER
COMPREHENSIVE PLAN**

WHEREAS, the current sewer comprehensive plan is based on 1999 data and was adopted in May of 2003; and

WHEREAS, a new land use and a more defined Master Planned Development proposals before the City are prompting additional analysis of the system, capital projects and sewer capacity issues; and

WHEREAS, regional planning by King County Wastewater Division is getting closer to finalizing their site location for peak sewage storage in Black Diamond; and

WHEREAS, the City needs to advance the planning to a higher level in order to affect the regional planning effort from the City's best interest position; and

WHEREAS, PacWest is in the process with the City's Water Comprehensive Plan and is familiar with the City planning, issues and background of the sewer utility; and

WHEREAS, the City has budgeted \$80,000 for this sewer system planning this year,

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

Section 1. The Mayor is authorized to execute a contract with PacWest Engineering LLC, as substantially attached as Exhibit A for sewer system comprehensive planning services in the amount of \$79,943.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CITY OF BLACK DIAMOND

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

PROFESSIONAL SERVICES AGREEMENT

1. Parties

This Agreement is entered into between the City of Black Diamond, King County, Washington ("City"), and PacWest Engineering, a Limited Liability Corporation, ("Consultant"); collectively, the "Parties."

2. Addresses of Parties for Notices

Consultant agrees to accept notices under this Agreement via facsimile. It is the responsibility of Consultant to notify City in writing if any of the contact information appearing below should change. Any notices required to be given by City to Consultant or by Consultant to City shall be in writing and delivered to the parties at the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Seth Boettcher
Phone: (253) 886-2560
Fax: (360) 886-2592

CONSULTANT:

Pac West Engineering, LLC
5009 Pacific Hwy E, Unit 9_0_
Fife, WA 98424
Tax I.D. #
Contact: Leonard Smith
Phone: (_253)926-3400 ext 433
Fax: (253)_926-3402

TERMS AND CONDITIONS

1. Effective date

This Agreement is effective as of the 5th day of February, 2008.

2. Description of services

Consultant has been retained by the City to provide for professional services in connection with the following Project: **Black Diamond Sewer Comprehensive Plan Update.**

3. 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 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 this Agreement.

4. Schedule of Work

- A. Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Compensation

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$79,943 without written authorization and will be based on the proposal and list of billing rates and reimbursable expenses attached hereto as Exhibit "C."
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Attachment "C."
- ☐ OTHER. _____

6. 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.

7. 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 Section 7 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 of Consultant to do further work for City.

8. Suspension and Termination of Agreement

- A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, 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, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
- B. The City may suspend this Agreement, at its sole discretion, upon a minimum of seven (7) days' advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends

9. Standard of Care

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

10. Ownership of Work Product

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. 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.

11. 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 in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

12. Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City

shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall at all times maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. 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.

14. Independent Contractor

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

15. Governing Law and Venue for 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.

16. 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 attorneys' fees from the other party.

17. Extent of Agreement/Modification

This Agreement, together with any attachments incorporated by reference, represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

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

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments



Black Diamond General Sewer Plan Scope of Work

January 27, 2009

PacWest Engineering is pleased to submit this proposal for Civil Engineering services to provide an update to the Comprehensive Sewer System Plan for the City of Black Diamond.

PROJECT UNDERSTANDING

It is our understanding that the City of Black Diamond is required by the Growth Management Act to update its comprehensive planning documents every 6 years. The current Comprehensive Sewer System Plan was adopted in 2003. Since that time some the City has experienced only minor growth, however with planned developments by Yarrow Bay, the City expects substantial growth to occur over the planning period for this update. The update will need to take into account this expected growth and will need also to conform to the requirements of the Washington State Department of Ecology, the Washington State Department of Health, and King County Code. PacWest Engineering will perform this work in conformance with the requirements of Washington Administrative Code 173-240-050 regarding General Sewer Plans. This proposal has been developed based on our understanding of this code, conversations with City staff, and our knowledge of the City of Black Diamond.

SCOPE OF SERVICES

PacWest Engineering has proposed the following scope of services for the preparation of an Update to the City's General Sewer Plan for the City of Black Diamond. The following are included in the scope of services to be provided for completion of this project:

Task 1 - Project Management and Coordination

PacWest Engineering will provide general project management services. PacWest Engineering will attend meetings with the City and other agencies as required in order to produce a Sewer Plan that meets applicable regulations and serves the needs of the City.

Task 2 - Background and Planning

PacWest Engineering will review the existing plan to assess the baseline information provided therein. PacWest Engineering has met with City staff and has received general direction the City would like to see the direction of this effort take. Further more detailed meetings will be held to discuss specific aspects of the sewer system to better identify any known problem areas that need to be addressed. Any operational issues will be identified through these discussions. Information on the relationships with Soos Creek Sewer and Water District and King County Sewer and any other contractual commitments will be gathered and considered in the development of the plan. Review of other City furnished data identifying service areas and existing infrastructure documentation will be included in this task.

5009 Pacific Highway E, Unit 9-0
Fife, WA 98424
(253) 926-3400
(253) 926-3402 fax

PACWEST ENGINEERING LLC

The Community Development Department will be contacted to gather updated City planning information including updated population data and land use plans related to planned future growth of the City. This data will be the basis for both the existing system and future growth analyses.

All regulatory requirements of the plan update will be researched and identified. PacWest Engineering will coordinate with King County, Soos Creek Water and Sewer District, the Washington State Department of Ecology, and the Washington State Department of Health early in the planning process to ensure all requirements by these outside agencies are being met with the development of this General Sewer Plan.

Task 3 - Existing City Sanitary Sewer System Analysis

PacWest Engineering will conduct a thorough review and analysis of the existing system including ownership, management, system operations, inventory of the existing facilities from records furnished by the City, and an overall assessment of the health of the existing system. This task will include review of existing sewage flow data, City as-builts, and maintenance records, as well as an engineering analysis of the City's main interceptor system's hydraulic function. Existing system deficiencies found in this analysis will be documented and described in detail. Specifically the issue of inflow and infiltration, which is a documented matter of concern for the Black Diamond sewer system, will be examined and addressed. The existing system analysis will serve as a baseline to support the planning for expected growth of the City system.

Task 4 - Sewer System Anticipated Growth

PacWest Engineering will analyze the projected future growth within the City of Black Diamond's sewer system and future service areas. The existing service area and its facilities described in Task 3 will be analyzed to assess needs to serve infill growth within the City. Planned growth areas outside of the current City sewer service area will be analyzed to assess the needs for service and to determine the impacts new facilities in these areas will have on the existing system. These impacts include additional hydraulic loading of transmission and pumping facilities, operation and maintenance impacts, and impacts to existing agreements with the Soos Creek Water and Sewer District and King County. This task will also include analysis of all planned projects including the King County storage facility near the Jones Lake Pump Station for its effect on the existing system and future system expansions.

Task 5 - System Recommendations

PacWest Engineering will evaluate the results of the existing system and future growth analyses. Recommendations for capital improvement projects will be made in categories including:

- Potential solutions for existing system deficiencies
- Upgrades to existing system features to serve growth
- Future system conveyance facilities
- Operation and Maintenance Programs for both existing and future facilities

All recommendations will be categorized and prioritized based on the type, extent of need, environmental impacts, costs, project timeframe, and the project affects on health and human safety. PacWest Engineering will also develop planning level project costs for the recommended capital improvement projects.

Task 6 - Financial Data

PacWest Engineering will draft an ordinance update for the sewer general facility charge to make its methodology comparable to the City's other utilities. PacWest Engineering will also document the financial impacts of the plan, as well as identify funding sources for the proposed improvements such as:

- Sewer utility rates
- Identification of potential grants and/or loans
- Developer funded and/or constructed projects
- Impact fees

Task 7 - Preparation of Draft General Sewer Plan

This task shall include the development and compilation of a draft General Sewer Plan document. The final draft will incorporate preliminary work done in Tasks 1-6. The draft will include an executive summary, as well as the attachment of all appendices and supporting documentation in preparation for submittal for final approval. The project will be subject to the requirements of the State Environmental Policy Act (SEPA). A SEPA review process and checklist will be initiated under this task. The Draft General Sewer Plan will be submitted to City staff for review and comment.

Task 8 - General Sewer Plan Approval

PacWest Engineering will incorporate staff comments and present the General Sewer Plan to the Black Diamond City Council, address any final review comments, and finalize the Plan. PacWest Engineering will coordinate with State Agencies including Department of Ecology, Department of Health, and connected sewer purveyors King County and Soos Creek as necessary for this task. This includes responses to comments and modifications of the Plan as necessary within the scope of this proposal to obtain approval.

PROFESSIONAL STAFF

Leonard L. Smith, PE/PLS will serve as the Principal in Charge and Project Manager for the General Sewer Plan development for the City of Black Diamond. He will oversee the preparation of all planning and technical work and will serve as the lead in the development of the recommendations. Mr. Smith will participate in all meetings and presentations to the City of Black Diamond and the Council and serve as the primary point of contact for the City.

Erik Paul Martin, PE will assist in the technical analysis of the existing and future system and assist in the development of recommendations for the City sanitary sewer system.

Christine J. Smith, PE will assist in assurance of regulatory requirement and in the financial analysis portion of the General Sewer Plan. Ms. Smith will also serve as the primary author of the Plan.

L. Brandon Smith, PE will provide assistance in the technical analyses and recommendations for the General Sewer Plan.

BUDGET

PacWest Engineering proposes to complete the above scope of services per the attached cost breakdown spreadsheet for the fixed fee amount of \$79,943.

Any services not specifically covered in this proposal that are required for completion of the project, are not included in this proposal. Collection of any field data has not been included in this proposal as it is understood that the City has existing City records available for use. PacWest will be pleased to provide any additional services on an hourly basis.

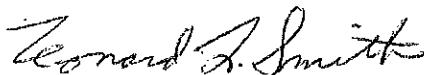
SCHEDULE

PacWest Engineering will begin work immediately upon receiving signed authorization from the City. PacWest Engineering will dedicate the required staff to ensure the project proceeds in a timely manner and achieves the client's goals. PacWest Engineering is committed to respond to the needs of the project throughout the project's life.

PacWest Engineering will aggressively pursue completion of the draft Sewer Comprehensive Plan within three months. The Department of Ecology requires a 90 day initial review period. We anticipate that final adoption of the plan is likely to occur in late summer or fall of 2009.

Thank you for the opportunity to submit this proposal. If you have any questions, please contact me at (253) 926-3400x433.

Submitted By:



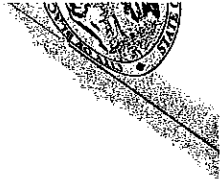
Leonard L. Smith, PE/PLS
President

**City of Black Diamond
General Sewer Plan Update**

PacWest Engineering										
	Leonard L. Smith, PE/PLS	Christine Smith PE	Erik Martin, PE	Brandon Smith, PE	Engineering Technician	Hrs	Cost	Admin (5%)	Expenses	Total
Hourly Rate	\$145	\$125	\$125	\$135	\$70					
Task 1 – Project Management & Coordination	52	0	0	0	0	52	\$7,540	\$377	\$0	\$7,917
Task 2 – Background and Planning	16	4	8	4	0	32	\$4,360	\$218	\$0	\$4,578
Task 3 – Existing City Sanitary Sewer System Analysis	24	4	44	4	0	76	\$10,020	\$501	\$0	\$10,521
Task 4 – Sewer System Anticipated Growth	20	8	8	48	0	84	\$11,380	\$569	\$0	\$11,949
Task 5 – System Recommendations	12	4	12	12	0	40	\$5,360	\$268	\$0	\$5,628
Task 6 – Financial Analysis	4	16	0	0	0	20	\$2,580	\$129	\$0	\$2,709
Task 7 – Preparation of Final Draft General Sewer Plan	16	90	8	8	40	162	\$18,450	\$923	\$1,500	\$20,873
Task 8 –General Sewer Plan Approval	24	40	16	0	24	104	\$12,160	\$608	\$3,000	\$15,768
TOTAL PROJECT HOURS	168	166	96	76	64	570				
TOTAL PROJECT COST	\$24,360	\$20,750	\$12,000	\$10,260	\$4,480		\$71,850	\$3,593	\$4,500	\$79,943
PERCENTAGE OF TOTAL HOURS	29%	29%	17%	13%	11%					
			100%							

EXHIBIT 'C'

Schedule of Rates – 2009	Hourly Rate
Principal Engineer/Surveyor	\$145.00
Senior Professional Engineer	\$135.00
Professional Engineer	\$125.00
Professional Land Surveyor	\$115.00
Project Engineer	\$105.00
Inspector	\$90.00
Technician	\$70.00
Survey Crew (2-person)	\$140.00
Survey Crew (3-person)	\$180.00
Administrative Assistant	\$45.00
Mileage	\$0.50/mile
Reimbursable Expenses	Cost + 10%



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S4

PROJECT TITLE Wastewater Comprehensive Plan Supplement

DESCRIPTION

Additional planning and preliminary engineering is needed for the optimal efficiency of service to the new wastewater service areas to be developed.

BACKGROUND

The most efficient routes of wastewater service from sites that will minimize the number of wastewater pump stations have not been determined and may involve acquiring easements from properties that are not owned by the major developer or the City.

COMMENTS

The City is required to update the wastewater comprehensive plan as needed or every six years. The last wastewater comprehensive plan was completed in 2003.

CAPITAL PROJECT COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering	80,000		80,000				
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$80,000		\$80,000				

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees	80,000		80,000				
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Other (specify)							
TOTAL SOURCES	\$80,000		\$80,000				

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-576, authorizing the Mayor to execute an agreement with PacWest for engineering and project management services during the construction of the Railroad Avenue water main replacement	Agenda Date: February 5, 2009		AB09-014
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: \$42,000	Court – Kaaren Woods		
Fund Source: Water Capital Fund			
Timeline: See Railroad Ave Water Line Project schedule			
Attachments: Resolution 09-576, Agreement, PacWest proposal			
<p>With the development of plans and regulations underway, review of the early YarrowBay MPD materials and a multitude of capital project to move through scoping, design and permitting, the City currently does not have the staff to adequately manage this project. Additionally, some of the services needed for the Railroad Avenue water line replacement project—like survey staking and testing—are beyond the expertise of in-house staff.</p> <p>PacWest Engineering has an experienced project manager with surveying credentials named Matthew Ruettgers. Mr. Ruettgers has many years of experience in construction oversight. PacWest is proposing to have Mr. Ruettgers perform his paperwork at the site to reduce the inefficiency of traveling back and forth from the office. Also, by keeping these services with PacWest (the firm that performed design and engineering for this project), there will be efficiency should questions of design or specification interpretation arise.</p> <p>Design and Bid Services----- \$40,000 + / - Slead, LLC ----- \$200,890.42 PacWest Services During Construction And Testing-----\$42,000 Total -----<u>\$282,890</u> Budget----- \$325,000</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The Public Works/Utilities Committee reviewed this proposal at its January 29, 2009, meeting and recommended forwarding to the full Council for consideration.			
RECOMMENDED ACTION: MOTION to adopt Resolution 09-576, authorizing the Mayor to execute an agreement with PacWest engineering for oversight during the Railroad Avenue water line replacement project.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
February 5, 2009			

RESOLUTION NO. 09-576

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A CONTRACT WITH PACWEST FOR
SURVEYING, PROJECT MANAGEMENT AND INSPECTION
SERVICES FOR THE RAILROAD AVE WATER LINE
PROJECT**

WHEREAS, the City is awarding the construction contract with Slead, LLC for the Railroad Avenue water line construction and project management, surveying, testing and inspection services will be needed soon; and

WHEREAS, PacWest is the designer of the Railroad Avenue construction project; and

WHEREAS, the City does not have the staffing level to handle this additional work load at this time;

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

Section 1. The Mayor is authorized to execute a contract with PacWest Engineering LLC, substantially in the form attached hereto as Exhibit A for project management, surveying, testing and inspection services in the amount of \$35,808 plus approximately \$6000 plus or minus for testing depending on the amount of tests needed.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CITY OF BLACK DIAMOND

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

PROFESSIONAL SERVICES AGREEMENT

1. Parties

This Agreement is entered into between the City of Black Diamond, King County, Washington ("City"), and PacWest Engineering, a Limited Liability Corporation ("Consultant"); collectively, the "Parties."

2. Addresses of Parties for Notices

Consultant agrees to accept notices under this Agreement via facsimile. It is the responsibility of Consultant to notify City in writing if any of the contact information appearing below should change. Any notices required to be given by City to Consultant or by Consultant to City shall be in writing and delivered to the parties at the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Seth Boettcher
Phone: (253) 886-2560
Fax: (360) 886-2592

CONSULTANT:

Pac West Engineering, LLC
5009 Pacific Hwy E, Unit 9_0_
Fife, WA 98424
Tax I.D. #
Contact: Leonard Smith
Phone: (_253)926-3400 ext 433
Fax: (253)_926-3402

TERMS AND CONDITIONS

1. Effective date

This Agreement is effective as of the 5th day of February, 2008.

2. Description of services

Consultant has been retained by the City to provide Project Management, surveying, inspection and testing services for the Railroad Ave Water Line Construction Project.

3. 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 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 this Agreement.

4. **Schedule of Work**

- A. Consultant shall perform the services described in the Scope of Work in accordance with the construction schedule of the Railroad Ave Water Line Construction project. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. **Compensation**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$35,808 without written authorization and will be based on the proposal and list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☒ TIME AND MATERIALS. Compensation for outsourced material and other testing shall be on a reimbursable basis plus 10% according to the billing rates and expenses of the agreed on out sourced testing company.

☐ OTHER. _____

6. **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.

7. 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 Section 7 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 of Consultant to do further work for City.

8. Suspension and Termination of Agreement

- A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, 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, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
- B. The City may suspend this Agreement, at its sole discretion, upon a minimum of seven (7) days' advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends

9. Standard of Care

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

10. Ownership of Work Product

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. 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.

11. 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 in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

12. Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City

shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall at all times maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. 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.

14. Independent Contractor

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

15. Governing Law and Venue for 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.

16. 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 attorneys' fees from the other party.

17. Extent of Agreement/Modification

This Agreement, together with any attachments incorporated by reference, represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

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

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

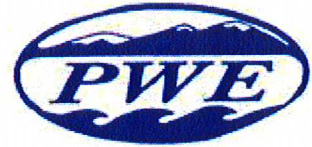
Title: _____

Date: _____

Date: _____

Attachments

January 5, 2009



City of Black Diamond
Seth Boettcher, PE, Public Works Director
PO Box 599
Black Diamond, WA 98010

RE: Railroad Avenue Waterline - Proposal to Provide Construction Management,
Construction Inspection, and Staking Services

Dear Seth:

PacWest Engineering is pleased to submit this proposal to provide construction staking, construction management, & inspection services for the Railroad Avenue Waterline Project.

We recognize the City's budget constraints and have come up with a proposal that maximizes the efficiency of providing the needed project services. This has been accomplished by assigning a highly qualified staff person (Matthew Ruettgers, PLS) to the project at a standard inspector rate. His role will be to provide day to day inspection services. He will be equipped with a lap top so that he can also handle the paper work necessary for proper construction management documentation. Since he is a professional surveyor, we have assigned to him the responsibility of handling the construction staking for the project as well. He will require assistance of one technician to provide the staking instead of a normal two to three man survey crew. This will allow him to provide a presence on the job while handling these other tasks. His work will be supervised by me.

SCOPE OF SERVICES

1) CONSTRUCTION STAKING

PacWest Engineering will respond to all requests for construction staking within 48 hours. We have found that providing in-house construction staking helps to streamline projects.

PacWest Engineering will provide one complete set of survey stakes and hubs as noted below. The Contractor shall carefully preserve the hubs and stakes set by PacWest Engineering. The costs of replacing hubs or stakes lost or damaged by the Contractor's operations or negligence will be borne by the Contractor.

Construction Item	Stakes Provided
Waterline Main	• (1) offset at 50-ft intervals with cut/fill marked to top of pipe
Assemblies and Bends	• (2) offsets at each assembly and bend
Water Service	• (1) true location point at each water service

2) CONSTRUCTION INSPECTION

PacWest Engineering will provide full-time construction inspection services for the construction of the Railroad Avenue Waterline project. Specific services which will be provided include:

Project Documentation—PacWest Engineering will thoroughly document and record the details regarding the project construction. We will prepare detailed construction inspection reports for each field visit. We will also maintain logs of such items as testing records, contractor communications, and material submittals.

Specification Compliance—PacWest Engineering will ensure that the construction is completed in accordance with the Standard Specifications. We are familiar with the contract documents for this project, as well as the WSDOT Standard Specifications.

Materials Review & Testing—PacWest Engineering has an established working relationship with many material testing companies in the area. These companies will be available to serve as a subconsultant to PacWest Engineering and provide materials testing services as necessary. Alternatively, the City may choose to contract directly with a testing company.

Testing Compliance—PacWest Engineering will be on-site for all testing as required by the Standard Specifications.

Creative Solutions—There are times when field conditions do not allow for the improvements to be constructed as originally intended. PacWest Engineering is experienced at developing creative solutions that address the original need, but are accommodating of unexpected field conditions.

3) CONSTRUCTION MANAGEMENT

PacWest Engineering will provide the following construction management services:

Preconstruction Meeting—PacWest Engineering will coordinate a preconstruction meeting to ensure that the applicable parties are informed of the construction project specifics and are made aware of important items such as project schedule, contact persons, and traffic control.

Project Scheduling—PacWest Engineering will review the construction schedule provided by the Contractor and will review it for accuracy and that critical path items are being handled in a timely manner.

Traffic Control—PacWest Engineering will review traffic control plans provided by the Contractor. We will inspect the signs and traffic control provided in the field to ensure conformance with the approved plan.

Submittal Reviews—PacWest Engineering will review material submittals from the Contractor in a timely and responsive manner.

Pay Estimates—PacWest Engineering will review regular progress payment requests from the Contractor. We will review these documents for accuracy and to ensure that they are in agreement with the actual amount of work performed to date. We will provide a recommendation to the City as to the payment amount.

Point of Contact—PacWest Engineering will communicate with property owners and residents within the area of construction in order to provide a direct link of communication. We have found this results in a satisfied, informed community that feels that they have somebody they can go to if they have any questions. We have found that this approach also reduces the number of phone calls / complaints that are directed to City Hall and/or City Council.

Change Orders—PacWest Engineering will work on behalf of the City to negotiate any necessary change orders. We will ensure that agreements are in place prior to completion of work so that the City is not placed in a compromising position.

Regular Meetings—PacWest Engineering will hold regularly scheduled weekly meetings. These projects will be attended by PacWest Engineering, the contractor, and the City (if desired). These meetings serve to provide an update as to the status of the construction, address any issues requiring clarification, any upcoming coordination issues, and identify the major items of work to be completed.

Updates to City—PacWest Engineering will ensure that the City is informed via phone calls and e-mails as to the status of construction as well as any issues. This will ensure that the City is not blindsided by issues that may be brought to their attention by others.

Negotiations—PacWest Engineering key staff are highly skilled in conducting negotiations to settle difficult areas of dispute with Contractors.

Public Interactions—Interaction with the public can be an essential item to consider during the construction of public works improvements. We will communicate with affected property owners to ensure that they are informed of the project status and that they have may contact PacWest Engineering at any time with questions or concerns. This will allow for open communications between individuals and PacWest Engineering and on previous projects has eliminated phone calls to City Hall or City Council by upset citizens.

4) RECORD DRAWINGS

PacWest Engineering will keep accurate field notes as to any changes made to the engineering design during construction. We will also record location of waterlines and other facilities as encountered in the field in order to improve the City's system records. Upon completion of the construction, we will prepare record drawings for submittal to the City.

PROFESSIONAL STAFF

The following professionals will be the primary individuals responsible for the completion of this work for the City of Black Diamond. They will be supported as needed by a team of engineering and surveying technicians.

Matthew Ruettgers, PLS will provide the lead in the oversight of the construction efforts. Mr. Ruettgers is highly experienced in providing construction inspection, management, and staking services. He has provided similar services for many projects, including such projects as the construction of 34th Street in Albany, Oregon. This \$3 Million-dollar project included street, sewer, storm, and water system improvements.

PacWest Engineering is proposing Matthew Ruettgers to provide construction services to the City of Black Diamond, because of his expertise and his ability to work independently in the field. By proposing a highly qualified individual, we have reduced the amount of time for Principal involvement without compromising the level of quality that we provide to the City.

Mr. Ruettgers will provide full-time inspection and will also handle the construction management tasks such as payment request review and recommendation, possible change orders, or materials reviews. Mr. Ruettgers will be provided with a laptop computer in order to efficiently manage his time and conduct project related tasks on-site.

Mr. Ruettgers is a Licensed Professional Land Surveyor in the State of Washington. He will lead in providing construction staking for the project. He will be assisted with a survey technician. By having Mr. Ruettgers provide staking services, we have again reduced the number of overall hours for our scope of services, thus controlling costs on behalf of the City.

Mr. Ruettgers will attend all weekly meetings and will be the primary point of contact for the contractor and affected business owners. Mr. Ruettgers has a history of working closely with affected property owners. His charismatic personality assists in making property owners feel comfortable calling him with their questions or concerns, rather than contacting City Hall directly.

Leonard L. Smith, PE/PLS will serve as the Principal in Charge. Mr. Smith will be available to assist Mr. Ruettgers as needed.

SCHEDULE

It is our understanding that bids will be opened on January 26th and the improvements will be constructed between February 23rd and April 24th. This proposal covers services to be provided to the City through May 8th (two weeks following substantial completion), with the exception of the record drawings which will be completed following construction.

BUDGET

PacWest Engineering proposes to complete the work as outlined in this proposal based on the budget of \$35,808 as detailed on the attached spreadsheet. Please note that the billing rate for Matthew Ruettgers, PLS has been reduced to \$90 which is a competitive rate for a highly qualified inspector. This is a substantial reduction from Mr. Ruettgers standard billing rate which we have reduced in order to minimize costs on behalf of the City.

Cost for additional staking beyond that outlined in this proposal, or re-staking, will be provided on an hourly basis.

Cost for subcontractor to provide testing services is not included and will be billed at cost+10%.

Construction staking, management, or inspection services after May 8th will be provided on an hourly basis.

Thank you for the opportunity to submit this proposal to the City of Black Diamond. We have appreciated our previous opportunities to work with the City and look forward to continuing to supply the City with our professional services.

Sincerely,

A handwritten signature in cursive script that reads "Leonard L. Smith".

Leonard L. Smith, PE/PLS
President, PacWest Engineering

City of Black Diamond - Railroad Avenue Waterline Construction Services Professional Services Budget

	Leonard L. Smith, PE/PLS (President)	Matthew Ruetters, PLS (Professional Land Surveyor)	Survey Crew	Hrs	Subtotal	Reimbursable Expenses	Total
Hourly Rate:	\$145	\$90	\$135				
1) CONSTRUCTION STAKING	0	12	40	52	\$6,480	\$50	\$6,530
2) CONSTRUCTION INSPECTION	0	260	0	260	\$23,400	\$0	\$23,400
3) CONSTRUCTION MANAGEMENT	9	36	0	45	\$4,545	\$0	\$4,545
4) RECORD DRAWINGS	1	12	0	13	\$1,225	\$108	\$1,333
TOTAL HOURS	10	320	40	370	-	-	-
TOTAL COST	\$1,450	\$28,800	\$5,400	-	\$35,650	\$158	\$35,808

1/29/09

MODIFICATION TO: Railroad Avenue Waterline - Proposal to Provide Construction Management, Construction Inspection, and Staking Services

This modification to the proposal submitted to the City on January 5, 2009 has been prepared in response to a request by City Staff.

The proposed budget of \$35,808 does not include material testing services. PacWest Engineering is available to subcontract with a local testing company to provide material testing services for this project. Costs for this testing will be billed to the City at Cost+10%. The approximate budget for these services is \$6,000 but actual costs will be billed based on work performed.

The City may, at their option, elect to have PacWest Engineering subcontract for material testing services. Alternatively, the City may wish to contract direct with a material testing company for completion of these services.

Submitted by:

A handwritten signature in cursive script, reading "Leonard L. Smith". The signature is written in dark ink and is positioned above a horizontal line.

Leonard L. Smith, PE/PLS
President, PacWest Engineering

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-577, authorizing the Mayor to execute an Agreement for the continuation of support to the South County Area Transportation Board	Agenda Date: February 5, 2009		AB09-015
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts	X	
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments: Resolution 09-577, Agreement, Exhibit A			
<p>SUMMARY STATEMENT:</p> <p>The South King County sub area has been involved in multi jurisdictional transportation planning to develop coordinated plans for transportation improvement and programs for this area.</p> <p>The South County Area Transportation Board has been an effective forum for information sharing, consensus building and provided valuable input on transportation planning and implementation decisions and recognizes the need to coordinate with its regional partners to address issues that cross sub area and county boundaries.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-577, authorizing the Mayor to execute an Interlocal Cooperation Agreement with South County Area Transportation Board for the years 2009-2012.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 5, 2009			

RESOLUTION NO. 09-577
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL COOPERATION AGREEMENT WITH SOUTH
COUNTY AREA TRANSPORTATION BOARD FOR
INFORMATION SHARING, CONSENSUS BUILDING AND
COORDINATING TO PROVIDE ADVICE ON REGIONAL
TRANSPORTATION ISSUES

WHEREAS, the South King County sub-area has been involved in multi-jurisdictional transportation planning to develop coordinated plans for transportation improvements and programs for this area; and

WHEREAS, these plans have been approved and efforts continue to be made to work cooperatively to implement the recommended projects; and

WHEREAS, the South County Area Transportation Board has been an effective forum for information sharing, consensus building and providing valuable input on transportation planning and implementation decisions; and

WHEREAS, the South County Area Transportation Board recognizes the need to coordinate with its regional partners to address issues that cross sub-area and county boundaries; and

WHEREAS, the City of Black Diamond, King County has participated as a member;

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

Section 1. The Mayor is authorized to execute an Interlocal Cooperation Agreement with South County Area Transportation Board for the years 2009-2012 as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

**2009-2012 Agreement
for the
South County Area Transportation Board**

Parties to Agreement

City of Algona	City of Renton
City of Auburn	City of SeaTac
City of Black Diamond	City of Tukwila
City of Burien	King County
City of Covington	Muckleshoot Tribe
City of Des Moines	Pierce County
City of Enumclaw	Pierce Transit
City of Federal Way	Port of Seattle
City of Kent	Puget Sound Regional Council
City of Maple Valley	Sound Transit
City of Milton	Transportation Improvement Board
City of Normandy Park	Washington State Department of Transportation
City of Pacific	Washington State Transportation Commission

Transmittal date to participating members for approval on December 30, 2008.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the MUCKLESHOOT TRIBE; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; PIERCE COUNTY, a legal subdivision of the State of Washington, hereafter called "Pierce County"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; PIERCE TRANSIT; the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT"; the WASHINGTON STATE TRANSPORTATION COMMISSION, hereafter called the "Transportation Commission"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB"; and the PORT OF SEATTLE.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board (SCATBd) has effectively served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the South King subarea; and

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, called for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to review and recommend Sound Transit plans and implementation of projects and services; and

WHEREAS, the geographic subarea boundary area for the South King Subarea is the area represented on the attached map (Exhibit A);

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of Agreement

The purpose of the Agreement is to provide for the continuation of the South County Area Transportation Board (SCATBd) as the South forum for local governments to share information, build consensus, and coordinate among jurisdictions and agencies with the goal of providing advice on plans, programs, policies and priorities for regional transportation decisions.

2.0 Role of Subarea Transportation Boards

1. The South County Area Transportation Board (SCATBd) is the forum established for the South subarea of King County for elected officials to provide advice into the following decisions:
 - a. The King County Metro six year transit development plan, and implementation of transit service priorities
 - b. Sound Transit plans and implementation of projects and services
2. The SCATBd may also provide input on other countywide and regional transportation issues.
3. The three subarea transportation boards shall hold at least one joint meeting annually to address issues of mutual interest and concern and promote regional decisions.

3.0 Voting and Non-voting Members

3.1 The voting members of SCATBd and their voting rights shall be as follows:

Voting Members	Number of Reps.	Voting Rights			
		Sound Transit ¹	Metro Transit ²	Regional Competition ³	Other ⁴
Algona	1	Yes	Yes	Yes	Yes
Auburn	1	Yes	Yes	Yes	Yes
Black Diamond	1	No	Yes	Yes	Yes
Burien	1	Yes	Yes	Yes	Yes
Covington	1	No	Yes	Yes	Yes
Des Moines	1	Yes	Yes	Yes	Yes
Enumclaw	1	No	Yes	Yes	Yes
Federal Way	1	Yes	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes
Kent	1	Yes	Yes	Yes	Yes
Maple Valley	1	No	Yes	Yes	Yes
Milton	1	Yes	Yes	Yes	Yes
Muckleshoot Tribe	1	Yes	Yes	Yes	Yes
Normandy Park	1	Yes	Yes	Yes	Yes
Pacific	1	Yes	Yes	Yes	Yes
Renton	1	No	Yes	Yes*	Yes
SeaTac	1	Yes	Yes	Yes	Yes
Tukwila	1	Yes	Yes	Yes	Yes
Pierce County	1	No	No	No	Yes

3.2 The non-voting members of SCATBd shall be as follows:

Non-Voting Member	Number of Representatives
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1
Pierce Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
Private sector representation (if approved by SCATBd)	1

¹ Recommendations on Sound Transit capital and service plans and implementation

² Recommendations on Metro Transit service plans

³ Identification of projects for the regional competition, if prescribed by the process approved by the King County members of the Transportation Policy Board (*projects in Renton south of the Cedar River)

⁴ Other recommendations including:

- Recommendations to the PSRC on plans, policies and programs, such as input on alternatives, policies and criteria for the regional transportation plan; on studies and analyses conducted; on criteria; on funding policies; and on regional priorities.
- Recommendations to the State Legislature, committees and commissions established by the Legislature, such as input on proposed legislation; on recommendations from commissions; and on transportation budgets and priorities.
- Recommendations to WSDOT on projects, policies, programs, priorities and funding, such as input on alternatives, funding, and priorities for major corridors; on tolling; on transportation demand management; on Commute Trip Reduction; on active traffic management; and on state transportation plans.
- Recommendations to the State Transportation Commission, such as input on policies regarding tolling, preservation, capacity improvements and funding.
- Recommendations to the federal delegation on federal legislation, such as input on reauthorization; and on funding priorities.

3.3 A roll call vote shall be taken on recommendations from the subarea board regarding Sound Transit capital and service plans and implementation, Metro Transit service plans, and identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board. The results shall be recorded by jurisdiction.

4.0 Representation and Conduct

4.1 The representation on the South County Area Transportation Board (SCATBd) shall be as follows:

1. Elected officials appointed for a one-year term from each of the participating counties and cities, in the number specified above. King County representation shall be a maximum of two Councilmembers and the King County Executive or his designee.
2. High level staff from WSDOT, Pierce Transit, the Port of Seattle and the PSRC; a South King subarea board member of Sound Transit; the Director of the TIB; and a representative designated by the Washington Transportation Commission.
3. A representative of a private sector group or groups as determined by SCATBd.

4.2 Each participating member shall appoint an alternate. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.3 On an annual basis, member jurisdictions shall inform the Lead Agency in writing of its representatives and alternates and provide the appropriate contact information for each.

4.4 The SCATBd will be responsible for overall program direction, approving Technical Advisory Committee recommendations and providing direction for input on transportation decisions

4.5 The SCATBd may establish its own bylaws and rules of procedures and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of this Agreement and modifications to such bylaws and rules will not alter this Agreement.

4.6 The SCATBd may establish subcommittees as it determines appropriate.

4.7 With a simple majority of voting members as shown in Section 3.1, the SCATBd can adopt resolutions, authorize correspondence, request studies, or provide other advisory input to member jurisdictions or regional and state activities, including plans policies, programs, projects or legislative issues.

4.8 Any voting member may request that a minority statement be included in communications or otherwise distributed with the adopted majority position.

5.0 Chair and Vice Chair

5.1 The chair and vice chair of SCATBd shall be representatives of a member county or city located within the subarea's geographic boundaries. The chair and vice chair shall be elected by a majority of the voting representatives from jurisdictions within the subarea's geographic boundaries.

5.2 The chair and vice chair shall be nominated by a nominating committee established in November of each year, and nominated in December of each year.

5.3 The chair and vice chair shall serve a term of one year from February 1 through January 31 of the following year.

5.4 The chair and the vice chair shall conduct the SCATBd activities within adopted procedures and guidelines. The chair and vice chair are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of the SCATBd.

6.0 Technical Advisory Committee (TAC)

6.1 Each member jurisdiction or agency shall appoint at least one planning, public works and/or intergovernmental staff person to the Technical Advisory Committee (TAC). Private sector groups shall not participate in TAC activities. Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SCATBd.

6.2 The TAC shall provide technical assistance as requested by the SCATBd and shall advise the SCATBd and their respective members on emergent transportation issues, and be responsible for overall program development including drafting of the work program. The TAC shall also review consultant work, and coordinate its activities with adjacent jurisdictions, including the other subarea transportation forums.

6.3 When appropriate, the TAC will make recommendations for consideration of the SCATBd. The TAC's recommendations shall be arrived at by consensus of a majority of the TAC members present. If the Technical Advisory Committee is unable to reach consensus on a particular issue, TAC members may present discussion questions or a dissenting opinion to the SCATBd for consideration.

7.0 Lead Agency

7.1 King County will be the lead agency for the purposes of receipt of funds, contract administration, and disbursement of funds associated with consultant contracts and study-related expenses. King County shall appoint a staff member to serve as Project Manager for special projects. King County shall also provide general administrative and program support for the SCATBd. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.2 Lead Agency responsibilities include administrative and technical support for meetings and ongoing operations; collection, administration and distribution of dues; support to the chair and vice chair; preparation of correspondence and other materials; development and monitoring of work program; and coordination of consultant services or other special projects as directed by the SCATBd.

8.0 Annual Work Program

The SCATBd may undertake activities consistent with its purposes and shall prepare an annual progress report and work program for the following year for submittal to its members.

9.0 Financing and Cost Sharing Guidelines

9.1 Yearly Dues -- Each member city will contribute \$100.00 annually per vote awarded to remain members in good standing. The designated Lead Agency shall not be required to pay yearly dues. This revenue shall be used for special events, including an annual joint meeting of the subarea transportation boards, public education, or other expenses authorized by the SCATBd.

9.2 The following guidelines shall generally apply:

1. **Annual Review of Financing:** The SCATBd shall determine by June 30 of each year whether an additional financial contribution will be requested of the SCATBd jurisdictions.
2. **Voting Members:** If additional financial contributions are determined to be necessary, costs shall be shared among member jurisdictions other than King County by a method as determined by action of the SCATBd. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
3. **Non-voting Members:** The member agencies shall not be expected to make a direct funding contribution.
4. **Modification to Agreement Required:** A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to funding participation.

10.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to SCATBd but shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein.

11.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until all the tasks have been completed to the satisfaction of the SCATBd or until such time as the participating members choose to conclude the program for other reasons, but in no case shall the program extend beyond December 31, 2012, unless terminated earlier or extended in accordance with Section 11.0. If all parties desire to extend this Agreement beyond December 31, 2012, they shall

execute a Statement of Extension. In no event shall the Agreement be extended beyond December 31, 2014.

12.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 13.0.

13.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 11.0, any personal property other than cash shall remain with the Lead Agency.

14.0 Return of Funds

At such time as this Agreement expires or is terminated in accordance with Section 11.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the original contribution.

15.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

16.0 Legal Relations

16.1 The parties shall comply with all applicable state and federal laws and regulations.

16.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

16.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

16.4 The provisions of this Section 16 shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

17.0 Entirety and Modifications

17.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

17.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

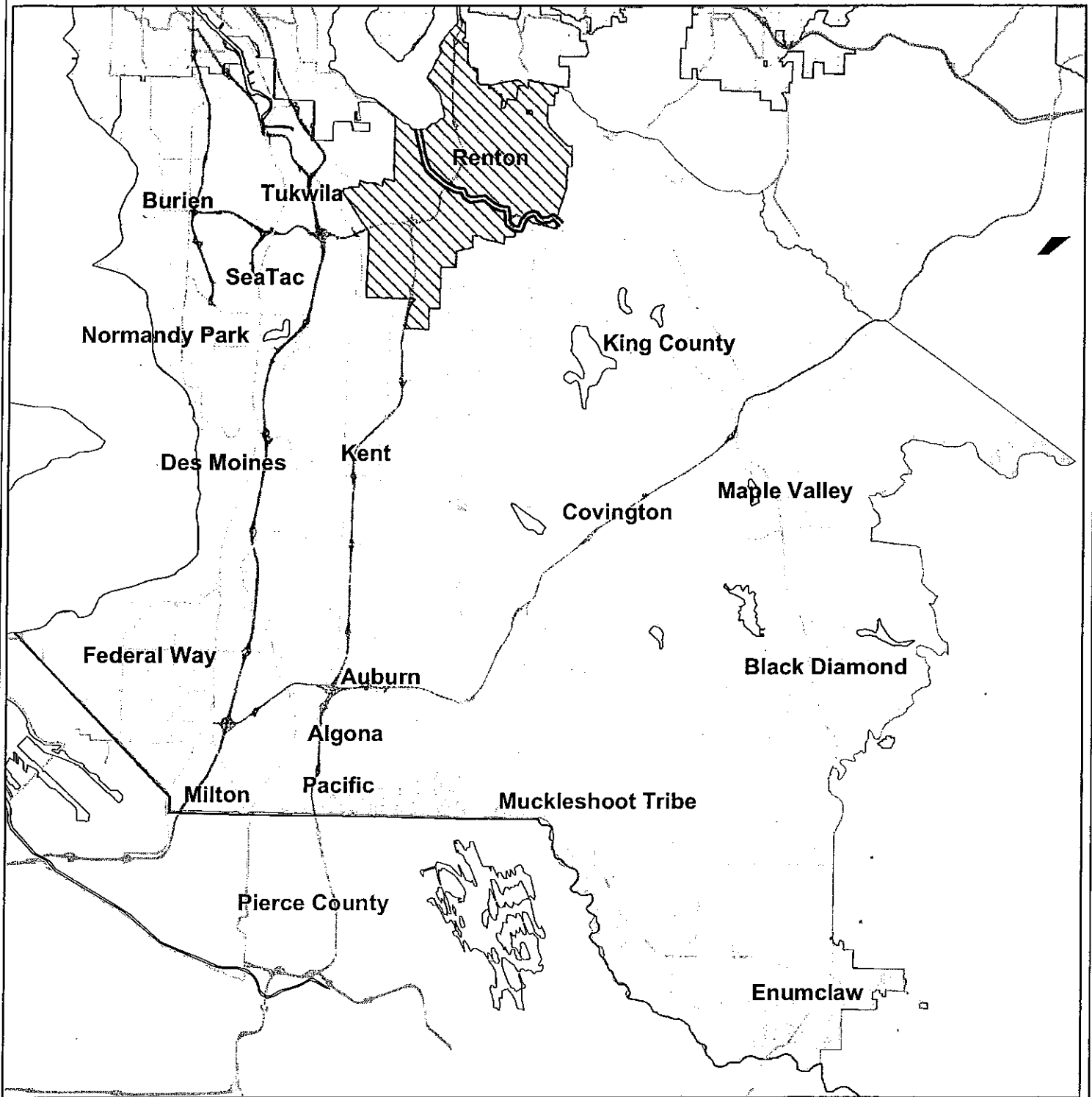
18.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona By: _____ Date: _____	City of Auburn By: _____ Date: _____	City of Black Diamond By: _____ Date: _____
City of Burien By: _____ Date: _____	City of Covington By: _____ Date: _____	City of Des Moines By: _____ Date: _____
City of Enumblaw By: _____ Date: _____	City of Federal Way By: _____ Date: _____	City of Kent By: _____ Date: _____
City of Maple Valley By: _____ Date: _____	City of Milton By: _____ Date: _____	City of Normandy Park By: _____ Date: _____
City of Pacific By: _____ Date: _____	City of Renton By: _____ Date: _____	City of Sea Tac By: _____ Date: _____
City of Tukwila By: _____ Date: _____	King County By: _____ Date: _____	Muckleshoot Tribe By: _____ Date: _____
Pierce County By: _____ Date: _____	Pierce Transit By: _____ Date: _____	Port of Seattle By: _____ Date: _____
Puget Sound Regional Council By: _____ Date: _____	Sound Transit By: _____ Date: _____	Transportation Improvement Board By: _____ Date: _____
Washington State Department of Transportation By: _____ Date: _____	Washington State Transportation Commission By: _____ Date: _____	

Exhibit A



South King County Subarea 2008 South County Area Transportation Board (SCATBd)


-  SCATBd
-  SCATBD and ETP

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, expressed or implied, as to accuracy, completeness, timeliness or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



King County

0.5 1 2 3 4
Miles

 Cedar River
Roads

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-578, authorizing the Mayor to execute an agreement with the Washington State Patrol for Electronic Collision and Ticket online records system	Agenda Date: February 5, 2009		AB09-016
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger	X	
Cost Impact:	Court – Kaaren Woods		
Fund Source: General Fund			
Timeline:			
Attachments: Resolution No. 09-578, Agreement, SECTOR Assessment Survey			
SUMMARY STATEMENT: <p>This agreement is between the Washington State Patrol and the Black Diamond Police Department for the use of the Electronic Collision Report and Records System and Ticket Online Records. They would provide the Black Diamond Police Department the ability to submit collision reports electronically to the Washington State Department of Transportation and the Washington Department of Licensing and protect the confidentiality of such reports as required by law. This also allows the Black Diamond Police Department to receive up to three (3) units of sector software at no cost through the Washington Association of Sheriff's and Police Chiefs.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: 			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-578, authorizing the Mayor to execute an agreement with the Washington State Patrol for electronic collision and ticket online records systems.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 5, 2009			

RESOLUTION NO. 09 - 578

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE WASHINGTON STATE
PATROL/WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION FOR ACCESS TO THE STATEWIDE
ELECTRONIC COLLISION AND TICKET ONLINE
RECORDS SYSTEM**

WHEREAS, the Black Diamond Police Department would like to have access to SECTOR that would allow law enforcement the ability to electronically file collision and traffic tickets to the Department of Licensing and Administrative Office of the Courts; and

WHEREAS, the Washington State Patrol and the Washington State Department of Transportation provides the ability to submit traffic collision reports electronically and ticket online records system;

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

Section 1. The Mayor is hereby authorized to execute a contract with the Washington State Patrol/Washington State Department of Transportation for Electronic Collision Report and Ticket Online Records System as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

**WASHINGTON STATE PATROL/
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ELECTRONIC COLLISION REPORTS & ELECTRONIC COLLISION RECORDS
USER'S AGREEMENT**

This AGREEMENT is entered into between the Washington State Patrol (hereinafter "WSP"), the Washington State Department of Transportation (hereinafter "WSDOT"), both agencies of the State of Washington, and _____, a _____ {insert type of organization} (hereinafter "the User").

RECITALS

A. In 1938, state law (currently RCW 46.52.060) authorized the WSP to file, tabulate and analyze collision reports and produce certain statistical information about collisions. For the next thirty years, the WSP maintained a largely manual system for filing collision reports generated over approximately five-year periods. The WSP also produced some limited statistical collision data, primarily fatality and accident rate summaries, using paper punch card technology. Analysis of collision data for highway safety purposes was not possible because the state did not have a uniform collision report, data on collision reports was primitive and inconsistent, collision reports were not coded by precise roadway location, and no computerized database system existed.

B. In 1966 and 1973, the federal Congress enacted laws requiring states to create computerized collision databases in order to analyze the need for highway safety improvements and participate in federal programs to fund those improvements. The federal laws, and associated funding, provided for states to adopt uniform collision reports containing detailed highway safety coding, and provided that information from these reports would be maintained in a computerized collision database with precise location coding of all collisions. These laws were implemented by WSP and WSDOT jointly. Beginning in approximately 1970, the WSP collected collision reports and entered the raw data into a computer. The data was then transferred to WSDOT for creation of the collision database required under federal law. The WSP maintained copies of individual collision records as well as its database, while WSDOT maintained their own collision database.

C. The WSP and WSDOT systems for filing individual collision reports, entry of raw data into a computer, and creation of the collision database, remained unchanged until 1996. By this time the original WSP computer system used for data entry and storage and retrieval of collision records had become obsolete. An attempt to convert to an optical character recognition system was not successful. After extensive discussion between WSP, WSDOT and the Washington State Office of Financial Management, the agencies concluded that functions related to the maintenance of copies of collision reports and computer input of raw collision report data could be most efficiently performed by WSDOT in conjunction with its already existing collision database function. Beginning in 2002, WSDOT not only created the collision database required by federal law, but also, pursuant to an interagency agreement with WSP, began entering all raw collision data into WSDOT's computer. In addition, pursuant to this same interagency agreement, WSDOT began work to develop an electronic imaging system to store and retrieve copies of individual collision reports. This imaging system was implemented in May of 2003.

D. The current system for filing paper collision reports and creating the collision database as to this User will remain in effect until WSP, WSDOT and the User approve this Agreement establishing the new electronic system to file collision reports and transmit collision report data to WSDOT. The Statewide Electronic Collision and Ticket Online Records (SECTOR) software was developed through a collaborative partnership that includes the WSP, WSDOT, Administrative Office of the Courts, Department of Licensing, and local law enforcement agencies. SECTOR enables officers to create electronic collision reports and other forms in the field, pursuant to federal, state and local requirements. This data is then transferred to a central database where it is available for review, analysis and reporting by the local law enforcement agency.

E. The Department of Licensing is an agency of the State of Washington authorized by law (RCW 46.52.030) to receive full access to collision reports for purposes of maintaining case records under RCW 46.52.120, supplying abstracts of driving records under RCW 46.52.130, and to administer the financial responsibility requirements

when drivers are involved in traffic collisions under chapter 46.29 RCW. To perform these functions, they must review collision reports that are filed by law enforcement agencies and citizens.

F. The procedures established in this Agreement are intended to satisfy federal law (23 U.S.C. § 409) which provides that information from the collision database created pursuant to federal highway safety laws not be available for use in damage litigation against transportation authorities. However, under this Agreement individual collision reports are available to all who satisfy requirements of state law for access to such reports and collision database information is available to all who request such data except for those who request it for purposes which violate the federal restriction on the availability of this data for use in litigation against transportation authorities. In *Pierce County v. Guillen*, 537 U.S. 129, 123 S. Ct. 720, 154 L. Ed. 2d 610 (2003), the United States Supreme Court upheld the constitutionality of the federal statute as a proper exercise of federal commerce clause power to act to prevent state tort liability from interfering with federal efforts to improve highway safety. The Federal Highway Administration subsequently required state compliance with 23 U.S.C. § 409 as a mandatory condition for state participation in the federal highway program.

G. The User under this Agreement is a general authority law enforcement agency within the State of Washington and a criminal justice agency as defined in RCW 10.97.

H. The User, WSP, and WSDOT are authorized to enter into this Agreement pursuant to Chapter 39.34 RCW.

AGREEMENT

NOW THEREFORE, in light of the foregoing understandings and conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

SECTION 1 - PURPOSE

The purpose of this Agreement is to provide the User, the ability to submit traffic collision reports electronically to WSDOT and the Washington Department of Licensing, and to protect the confidentiality of such reports as required by law.

SECTION 2 – DEFINITIONS AND ACRONYMS

"AOC" shall mean the Washington Administrative Office of the Courts.

"DIS" shall mean the Washington Department of Information Services.

"DOL" shall mean the Washington State Department of Licensing.

"IGN" shall mean the Washington Intergovernmental Network.

"JINDEX" shall mean the Washington Justice Information Data Exchange.

"SECTOR" shall mean the Washington Statewide Electronic Collision and Ticket Online Records application.

"SGN" shall mean the Washington State Governmental Network.

"User Contact" shall mean the User employee assigned to be the primary contact for the User in matters relating to electronic collision reporting under this Agreement.

"WSDOT" shall mean the Washington State Department of Transportation

"WSP" shall mean the Washington State Patrol.

"WSP SECTOR System Administrator" shall mean the WSP employee designated to be the primary system support contact for users under this Agreement.

SECTION 3 - RESPONSIBILITIES

3.1 User Requirements. The User hereby certifies that it operates electronic equipment to create vehicle collision reports pursuant to federal, state and local requirements.

3.2 Submission and Distribution of Collision Report Data. Upon performing a review and/or approval of the collision reports to ensure that they have been accurately completed by the investigating officer, the User will submit the collision reports and related information electronically to the JINDEX (Justice Information Data Exchange). The JINDEX will distribute the electronic records to the authorized agencies for analysis and reporting purposes. These agencies include, but are not limited to, WSP, WSDOT and DOL.

3.3 Reporting Requirements. The User will submit to WSDOT collision data that is compliant with the state's business rules and data format and in the standardized collision report form approved by the Chief of the Washington State Patrol. This information is available at <http://www.trafficrecords.wa.gov/etrip.htm>.

3.4 Modifications to Reporting Requirements. Because business rules, data format, report forms and other items may change in the future, the User agrees to comply with any such changes. WSDOT and WSP will endeavor to not make changes to these items any more frequently than once each quarter per calendar year. These items are described in the document "Hardware and Software Requirements for Submitting Electronic Collision Reports", available at <http://www.trafficrecords.wa.gov/etrip.htm>. Changes or updates to these requirements will be set forth at this same web address. In addition, the User will be notified when any changes or updates to these requirements occur.

3.5 Laws. The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures regarding the reporting and dissemination of collision reports and record information.

3.6 Electronic Submittal Authorization. The WSP and DIS, through the Washington Intergovernmental Network (IGN), the State Governmental Network (SGN), or the Internet, and JINDEX, will furnish the User with the capability to submit collision reports electronically to WSDOT and DOL.

3.7 SECTOR Software.

3.7.1 The User will use either the SECTOR software or other User-supplied software to create and transmit electronic collision reports. If the User desires, SECTOR software will be provided to the User at no charge to the User.

3.7.2 Alternative Software. If the User desires to use electronic collision reporting software other than SECTOR, the software must maintain compliance with the business rules and data format and the standardized collision report form approved by the Chief of the Washington State Patrol, and must be approved by the WSP and WSDOT.

3.8 Equipment. Equipment, including computers and associated software, bar code scanners, printers, servers and server certificates, including purchase and maintenance, are the responsibility of the User. For further information on these items, please refer to the document "Hardware and Software Requirements for Submitting Electronic Collision Reports" at <http://www.trafficrecords.wa.gov/etrip.htm>.

3.9 Servers.

3.9.1 At its option, the User shall use one of the following servers to store and transmit electronic collision reports: User's own server; a WSP SECTOR server if available; or an alternative server identified by User.

3.9.2 Use of the WSP SECTOR server is included with the approval to use the SECTOR software. Upon approval, WSP will provide network connectivity and security information to each user that will allow them to access and use the WSP SECTOR server. If the User chooses to use the WSP SECTOR server, the WSP will provide authorization for the User to access their (the User's) collision records for the following limited purposes:

- A. For the review of the User's unapproved collision reports; and
- B. For the analysis and reporting of WSDOT-approved collision reports.

3.10 Network Connection. At the option of the User, the network connection to the JINDEX will be made through either the IGN or SGN administered by the Washington Department of Information Services (DIS), or else via the Internet. The operation and maintenance of the IGN, SGN and JINDEX is the responsibility of DIS. For further details on JINDEX connectivity, please go to the following web site: <http://www.trafficrecords.wa.gov/etrip.htm>. The User shall promptly notify the WSP SECTOR System Administrator of sustained or repeated network problems that affect electronic collision reporting services. Such notices shall be given by email to the following address:

SECTOR@wsp.wa.gov

The notice address as provided herein may be changed by written notice given as provided above.

3.11 Secure System. The User shall take necessary measures to make its electronic collision reporting equipment and system secure and prevent unauthorized use. WSP reserves the right to review and approve equipment security measures, and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.

3.12 Software Updates. The User shall take necessary measures to upgrade their electronic collision reporting software as updates are provided to them. This includes updates provided by WSP to the SECTOR software, or if utilizing an alternative software, updates necessary for the User's alternative software to remain compliant with WSP and WSDOT requirements. WSP reserves the right to suspend or withhold service until the latest upgrade has been implemented to the reasonable satisfaction of WSP.

3.13 User Costs. The User agrees: to pay all personnel, operating, maintenance, and data transmission costs; to submit collision reports to WSP and WSDOT as required by law; and to pay the costs and maintenance related to any interface developed between the User's electronic collision reporting application and the User's local records management system.

3.14 User Contact. The User agrees to assign a coordinator to serve as the primary contact person for the User in matters relating to electronic collision reporting. The User also agrees to notify the WSP immediately, in writing, of any changes to the User Contact person.

3.15 Technical Configuration. As a prerequisite of entering into this Agreement, the User has completed the SECTOR assessment survey. The User also agrees to notify the WSP immediately, in writing, of any changes to this Technical Configuration.

SECTION 4 – TERM

This Agreement is effective on the date of final signature, and shall continue until terminated as provided elsewhere herein.

SECTION 5 – TERMINATION

5.1 Termination for Convenience.

5.1.1 Termination by User. Except as otherwise provided in this Agreement, the User may terminate its participation in this Agreement upon thirty (30) days written notification to WSP and WSDOT.

5.1.2 Termination by WSP and WSDOT. WSP or WSDOT may terminate this Agreement as to the User upon not less than thirty (30) days prior written notice, unless an emergency exists, as determined by WSP or WSDOT, then immediately, if WSP or WSDOT determines that it is in the best interest of the State of Washington to terminate this Agreement.

5.1.3 Termination of WSP and WSDOT Participation.

A. WSP and WSDOT may jointly terminate their participation in this Agreement upon thirty (30) days written notification to the User; Provided, that any such termination must be mutually agreed

WSP/WSDOT ELECTRONIC COLLISION REPORTS USER'S AGREEMENT

Rev. 5/22/08

upon by both WSP and WSDOT prior to the issuance of the notice to terminate as provided in Subsection B below.

B. WSP and WSDOT acknowledge that in order for the electronic transmissions contemplated under this Agreement to operate, it is necessary for both WSP and WSDOT to remain parties to this Agreement. In the event either party desires to terminate its participation in this Agreement, such party shall notify the other party of this desire, WSP and WSDOT shall resolve any matters that may result from the termination of this Agreement, and WSP and WSDOT shall issue a joint notice of termination to the User as provided in Subsection A above.

5.1.4 In the event this Agreement is terminated for convenience, the parties shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

5.2 Termination for Default.

5.2.1 The violation of any term or condition of this Agreement by the User, or the failure to fulfill in a timely and proper manner any requirement in this Agreement by the User shall constitute a default of this Agreement.

5.2.2 In the event of a default by the User, WSP and WSDOT may, upon the mutual agreement of WSP and WSDOT, terminate this Agreement without penalty or further liability, upon not less than thirty (30) days prior written notice to the User; Provided, that the User has failed to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by the mutual agreement of WSP and WSDOT if the User is diligently working to cure the default. If the default is not cured within the cure period, WSP and WSDOT may, upon mutual agreement between WSP and WSDOT, immediately terminate this Agreement by giving written notice to the User. The option to terminate shall be at the sole discretion of WSP and WSDOT.

5.2.3 In the event of a User default, WSDOT and WSP reserve the right to suspend all or part of this Agreement (A) during the investigation of the alleged User default; (B) pending corrective action by User of a default; or (C) pending a decision by WSDOT and WSP to terminate this Agreement.

5.2.4 Waiver or acceptance of any User default of the terms of this Agreement by WSDOT or WSP shall not operate as a release of User's responsibility for any prior or subsequent default.

5.2.5 If the User defaults on any provision in this Agreement three (3) times within a six (6) month period, the third default shall be deemed "non-curable" and this Agreement may be terminated by WSDOT and WSP on not less than thirty (30) days written notice.

SECTION 6 - INDEMNIFICATION

The User agrees to indemnify and save harmless the State of Washington, the Washington State Patrol and its employees, and the Washington State Department of Transportation and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the SECTOR software, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting there from, including attorney's fees.

SECTION 7 -- DISPUTE RESOLUTION

7.1 The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

WSP: The WSP representative will be identified upon negotiation of the user agreement.

WSDOT: General Manager, Transportation Data Office

User : Agency Contact Name: _____

Contact Information: _____

7.2 The Designated Representatives shall confer to resolve disputes that arise under this Agreement as requested by any party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

7.3 In the event the Designated Representatives are unable to resolve the dispute, a representative from WSP to be determined upon negotiation of the User's Agreement, the Chief of Staff or her/his designee for WSDOT, and {insert title for User representative} _____ for User or her/his designee shall confer and exercise good faith to resolve the dispute.

SECTION 8 – GENERAL

8.1 Recitals and Exhibits. The Recitals and Exhibits attached hereto, are hereby incorporated by reference into this Agreement.

8.2 Assignments. This Agreement cannot be assigned.

8.3 Modifications. This Agreement contains all the agreements and conditions made between the parties hereto pertaining to the User's ability to electronically submit collision reports to WSDOT and DOL, and may not be modified orally or in any other manner other than by a written agreement signed by all parties hereto. Failure on the part of any party to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of said party to enforce the same in the event of any subsequent breach or default.

8.4 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

8.5 Venue. The parties agree that the venue of any action or suit concerning this Agreement shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

8.6 Totality of Agreement. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the WSP or WSDOT except to the extent that the same are expressed in this Agreement.

8.7 Notices. Unless otherwise provided herein, wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party.

WSP: Specific contact information to be determined upon negotiation of the User's Agreement.

WSDOT:

General Manager, Transportation Data Office
PO Box 47380
Olympia, WA 98504-7380

User:

Name: _____ Title: _____

Contact Information: _____

8.9. Attorneys' Fees and Costs. Except as otherwise provided in this Agreement, in the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

8.10 Contract Execution. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written agreement on the day and year first hereinafter written.

USER AGENCY

WASHINGTON STATE PATROL

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

Assistant Attorney General
Washington State Department of Transportation

Assistant Attorney General
Washington State Patrol

Date: _____

Date: _____

SECTOR Assessment Survey

This assessment was designed by the eTRIP Operations Governance Team in cooperation with the Washington Association of Sheriffs and Police Chiefs (WASPC). The purpose is to establish a baseline of information about each law enforcement agency in Washington in order to facilitate strategic roll-out of the SECTOR application. This information may also be helpful in prioritizing and distributing eTRIP hardware (bar code scanners, printers) grants administered by WASPC.

Primary SECTOR Point-of Contact

Agency: Black Diamond Police	County: King
Agency Point of Contact	
Name: Debbie McGraw	Title: Records Mgr.
Telephone Number: (253)631-1012 Ext.	E-Mail Address: dmcgraw@police.ci.blackdiamond.wa.us

Section I – Agency Operations

1. How many sworn officers does the agency employ?

☒ 10 now
12 by June

2. Are any of the agency's sworn officers dedicated to traffic enforcement?

☒ Yes, How many? ☒ 1

☐ No

3. How many four-wheel patrol vehicles (cars, vans, trucks, SUVs) would the agency potentially deploy SECTOR to?

☒ 10

4. If SECTOR was compatible with a hand-held device, how many two-wheel patrol vehicles (motorcycles & bicycles) would the agency potentially deploy SECTOR to?

☒ 0

5. Does the agency currently participate in a county or regional law enforcement cooperative/consortium?

☒ Yes, Name: Valley Communications

☐ No

What services does this cooperative/consortium provide to participating agencies?

☐ Records Management System (RMS)

☒ Computer-Aided Dispatch (CAD)

☒ Voice/Radio Dispatch

☐ Other: ☐

6. Which documents will the agency use SECTOR to create? (Check only one box)

☒ Both Tickets & Collision Reports

☐ Tickets only

☐ Collision Reports only

7. Please specify the desired timeframe for implementation of SECTOR (multiple boxes may be checked to indicate general timeframes)?

<input type="checkbox"/> NOV 2008	<input type="checkbox"/> MAY 2009	<input type="checkbox"/> NOV 2009	<input type="checkbox"/> MAY 2010
<input type="checkbox"/> DEC 2008	<input checked="" type="checkbox"/> JUN 2009	<input type="checkbox"/> DEC 2009	<input type="checkbox"/> JUN 2010
<input type="checkbox"/> JAN 2009	<input type="checkbox"/> JUL 2009	<input type="checkbox"/> JAN 2010	<input type="checkbox"/> JUL 2010
<input type="checkbox"/> FEB 2009	<input type="checkbox"/> AUG 2009	<input type="checkbox"/> FEB 2010	<input type="checkbox"/> AUG 2010
<input type="checkbox"/> MAR 2009	<input type="checkbox"/> SEP 2009	<input type="checkbox"/> MAR 2010	<input type="checkbox"/> SEP 2010
<input type="checkbox"/> APR 2009	<input type="checkbox"/> OCT 2009	<input type="checkbox"/> APR 2010	<input type="checkbox"/> OCT 2010

Section II – Workstations, Printers, & Bar Code Scanners

- The SECTOR application requires that workstations (laptops, tablets) meet minimum specifications in order to function properly.

Required Hardware configuration includes:

- 512 KB or more memory
- 1-gigahertz (GHz) or faster processor
- 5 gigabytes (GB) or more available hard-disk space
- CD-ROM Drive

Required Software configuration includes:

- Microsoft Windows 2000, XP, or Vista
- Microsoft .NET Framework 2.0

8. Does the agency currently have workstations that meet these specifications?

☐ Yes, how many:
☒ No

9. If the answer to #8 is 'No', does the agency currently have plans to procure workstations that meet these requirements?

☒ Yes, the agency has plans to procure workstations from a private vendor.

How many:

Please specify a timeframe for procurement:

- ☒ 0-6 months
☐ 6-12 months
☐ 12-24 months

☐ No, the agency has no plans for procurement

- In addition to workstation requirements, the use of SECTOR requires a portable printer to print tickets and driver exchange forms.

10. Does the agency currently have portable printers available for use with SECTOR?

☐ Yes, how many:
☒ No

11. If the answer to #10 is 'No', does the agency have plans to procure portable printers for use with SECTOR?

☐ Yes, the agency will procure portable printers from a private vendor.

How many:

Please specify a timeframe for procurement:

- ☐ 0-6 months
☐ 6-12 months
☐ 12-24 months

☒ No, the agency has no plans for procurement

The Washington Association of Sheriffs & Police Chiefs (WASPC) is administering grants for the acquisition of portable printers. Each agency in the state is eligible to receive up to 3 printers for the agency's **Initial User Group**. **NOTE:** Agencies desiring to expand SECTOR use beyond the **Initial User Group** will be eligible to request additional grants for portable printers through WASPC. These **Additional User** requests will be considered in a competitive awards process.

12. If the answer to #11 is 'No', will portable printers for the agency's Initial User Group (up to 3) be requested through WASPC?

☒ Yes, how many: 1 ☐ 2 ☐ 3 ☒
☐ No

- It is recommended that SECTOR be used in conjunction with a 2D bar code scanner.

13. Does the agency currently have 2D bar code scanners available to use with SECTOR?

- ☐ Yes, how many: ☐
☒ No

14. If the answer to #13 is 'No', does the agency have plans to procure 2D bar code scanners for use with SECTOR?

- ☒ Yes, the agency will procure bar code scanners from a private vendor.

How many: _____

Please specify a timeframe for procurement:

- ☐ 0-6 months
☐ 6-12 months
☐ 12-24 months

- ☒ No, the agency has no plans for procurement

The Washington Association of Sheriffs & Police Chiefs (WASPC) is administering grants for the acquisition of 2D bar code scanners. Each agency in the state is eligible to receive up to 3 scanners for the agency's **Initial User Group**.

NOTE: Agencies desiring to expand SECTOR use beyond the **Initial User Group** will be eligible to request additional grants for 2D bar code scanners through WASPC. These **Additional User** requests will be considered in a competitive awards process.

15. If the answer to #14 is 'No', will 2D bar code scanners for the agency's Initial User Group (up to 3) be requested through WASPC?

- ☒ Yes, how many: 1 ☐ 2 ☐ 3 ☒
☐ No

Section III – Technical Infrastructure

16. On a scale of 1 to 10, please rate the agency's level of Information Technology support capabilities. When making a determination, consider the following:

What level of technical support is available to the agency to install and troubleshoot in-vehicle hardware, software and network connectivity?

1 2 3 4 5 6 7 8 9 10
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒
 No technology staff or support Highly advanced technical support

17. What method(s) will the agency use to send tickets and collision reports to the SECTOR back-office? (Check all that apply)

- ☒ Wireless (In-vehicle)
☐ Ethernet (Office connection)
☐ Other: ☐

Agency's Primary Information Technology Point-of-Contact

Name: Chip Hanson

Title: IS Manager

Telephone Number:
 (360)886-2560

Ext.

E-Mail Address:
 chanson@ci.blackdiamond.wa.us



Washington Association of Sheriffs and Police Chiefs

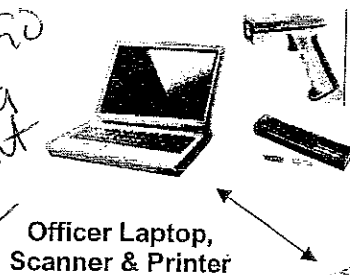
SECTOR

Statewide Electronic Collision & Ticket Online Records Implementation Procedure

Background

- SECTOR is a program that automates the collision and traffic ticket reporting process for a law enforcement officer (LEO). The program is installed on a laptop and either transmits immediately through wireless connection or later at the office.
- Tickets are transmitted to the Department of Licensing (DOL) and Administrative Office of the Courts (AOC); after local review, collision reports are transmitted to DOL, AOC, and the Department of Transportation (DOT). The ticket and collision data are transmitted to a server and the BackOffice program at the Washington State Patrol (WSP) then forwarded to DOL, AOC, and DOT via the Justice Information Data Exchange (JINDEX), an integration platform maintained by the Washington State Department of Information Services (DIS).
- The SECTOR program is provided to a local law enforcement agency (LLEA) at no cost; however, the LLEA must provide the laptop, barcode scanner, printer, and network connection.

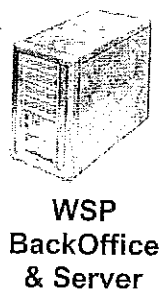
587,60
a. unit
3-Traffic
Safety
Grant
free



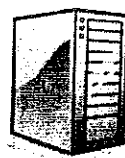
Officer Laptop,
Scanner & Printer



Collision
Report
Reviewer



WSP
BackOffice
& Server



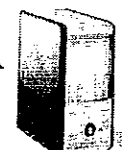
DIS
JINDEX



DOT



DOL



AOC

- Rws
- Bail sched
included
- Catches errors
- Can attach digital
photo for Judge
to see

Collision Data

Collision & Ticket Data

Ticket Data

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-579, authorizing the Mayor to execute an agreement with Washington State Department of Corrections to allow a Community Corrections Officer use of office space within the Black Diamond Police Department	Agenda Date: February 5, 2009		AB09-017
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger	X	
Cost Impact:	Court – Kaaren Woods		
Fund Source: General Fund			
Timeline:			
Attachments: Resolution No. 09-579, Interlocal Agreement, Attachment A			
SUMMARY STATEMENT: This agreement is between the Washington State Department of Corrections and the Black Diamond Police Department for their use of office space (for a Community Corrections Officer) inside of the Black Diamond Police Department.			
COMMITTEE REVIEW AND RECOMMENDATION: 			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-579, authorizing the Mayor to sign an Interlocal Agreement with Washington State Department of Corrections, Contract No. K7965, to allow a Community Corrections Officer use of office space within the Black Diamond Police Department.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 5, 2009			

RESOLUTION NO. 09-579

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE WASHINGTON STATE
DEPARTMENT OF CORRECTIONS FOR USE OF OFFICE
SPACE FOR A COMMUNITY CORRECTIONS OFFICER
WITHIN THE BLACK DIAMOND POLICE DEPARTMENT**

WHEREAS, the Black Diamond Police Department would like to offer office space to a community corrections officer with the Washington State Department of Corrections; and

WHEREAS, the Black Diamond Police Department would receive immediate response for felons under Department of Corrections status, receive information on local and surrounding offenders, and have joint relations and response form the Department of Corrections Officer;

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

Section 1. The Mayor is hereby authorized to execute a contract with the Washington State Department of Corrections for use of office space within the Black Diamond Police Department as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the City of Black Diamond Police Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEREAS, the purpose of this Agreement is to allow Department to place Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 22510 Lawson St., Black Diamond, WA 98010 ("Premises").

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Agency Responsibilities:** Agency shall provide:
 - A. Office space for one (1) CCO at Premises, including a desk, file cabinet, and phone line. Premises will be accessible to the CCO seven days a week, twenty-four hours per day.
 - B. A mail box slot at Premises to which CCO has access.
 - C. Janitorial service for the office space.
 - D. A location for a reporting kiosk, if applicable.
 - E. Accommodation for Department offenders to report at the office.
2. **Department Responsibilities:** Department shall:
 - A. Keep the office space clean
 - B. Wear Department identification at all times when within the building.
 - C. Escort visitors at all times while within the building.
 - D. Procure, install, and maintain a reporting kiosk, if applicable.
 - E. Procure, install, and maintain VPN connectivity for use by the CCO (Attachment A).
3. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:
 - A. Joint Operations covering events, holidays, and home/field contact.
 - B. Immediate response regarding felons under Department supervision.
 - C. Joint involvement in Community groups.
 - D. Improved supervision of offenders, thus contributing to community safety.
4. **Access to information:**
 - A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.

- B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.
5. **Term:** This agreement shall take effect upon February 1, 2009 and shall continue in effect until terminated January 31, 2011. This Agreement may be extended by mutual agreement of the parties for two (2) additional one-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
6. **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a part to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Brooks Raymond, Community Corrections Supervisor, Department of Corrections, 420 E. Main St., Auburn, WA 98001, (206) 391-9302, bmraymond@doc1.wa.gov.
- B. Jamey Kiblinger, Chief of Police, Black Diamond Police Department, 25510 Lawson St., Black Diamond, WA 98010, (253) 631-1012, jkiblinger@police.ci.blackdiamond.wa.us
8. **Nothing herein shall require or be interpreted to:**
- A. Waive any defense arising out of RCW Title 51.
- B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
9. **General Provisions:**
- A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
- B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
- C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and assigns.
- D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
- G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

- 10. Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

THIS Interlocal Agreement, consisting of three (3) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF BLACK DIAMOND POLICE
DEPARTMENT

DEPARTMENT OF CORRECTIONS

(Signature)

Howard Botts

(Printed Name)

Mayor

(Title)

(Date)

(Signature)

Gary Banning

(Printed Name)

Contracts Administrator

(Title)

(Date)

Approved as to Form:

This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006

Attachment A VPN Data Line Agreement

PURPOSE

The City of Black Diamond Police Department (*Agency*) hosts a Department of Corrections', (*Department*), Community Corrections Officer (CCO) at their location. The specific locations are identified in the main contract, of which this is an addendum. The Agency has agreed to allow the CCO use of their network infrastructure and Internet connectivity for the purpose of connecting to the Department network via a Virtual Private Networking (VPN) session. This Addendum will outline agreed upon roles and responsibilities between the Department and the Agency, for the support of the described connectivity.

PART I – DEPARTMENT RESPONSIBILITIES

1. The Department will supply the software client and digital key fob for Department staff to use in establishing their VPN connection to the Department network. The software, fob, and resultant VPN connection to the Department network will only be used by authorized Department staff using their Department owned and managed computing equipment.
2. The Department will ensure that the VPN software installed, on their owned computer, will not allow split tunneling. This means that Department staff will not be able to connect to the Agency resources on their network, such as printers, files, terminal services, desktop faxing, or the like. The sole purpose and use of the Agency infrastructure and its provision of Internet connectivity will be strictly for the connection of Department owned computers to the Department network, to access Department data and resources.

PART II – AGENCY RESPONSIBILITIES

1. The Agency Information Technology department agrees to provide the network infrastructure and Internet connectivity that will allow the Department staff to establish a VPN connection to the Department network.
2. When there are scheduled Agency network outages, which may impact Department staff connectivity to the Department network, the Agency agrees to notify the Department staff as soon as they reasonably can.
3. The Agency Information Technology Director shall have the final authority to determine the schedule and services, to be provided by the Agency employees, to carry out the Agency's responsibilities under this agreement.
4. The Agency staff will not use the Department VPN connection to gain access to Department data or resources.

PART III – CHARGES FOR SERVICE (where applicable)

The Agency will be compensated for the services provided herein, as follows:

1. The Agency will be compensated at the rate of \$25.00** per hour for any services performed by Agency staff, as required to support the Agency infrastructure in place for the Department's use in connecting its computing equipment to the Department network. The Agency will notify the Department of any billable work to be performed by their staff prior to any work being done. The approval to proceed with requested work will be provided by the Departments' Community Corrections supervising Field Administrator. All work that impacts or alters the Department's owned computers connection to the Department network equipment will be accomplished in coordination with the Department's local Information Technology staff.
2. Any increases to these agreed upon charges must be made, in writing, to the Department at a minimum (30) days advance notice. Normally, increases in cost for the services provided by the Agency should be negotiated when the contract is reviewed.

*** This amount represents mid-range ITS4 hourly rate.*

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-580, authorizing a contract amendment with Parametrix for additional traffic analysis on the Master Planned Developments proposed by Yarrow Bay, Environmental Impact Study	Agenda Date: February 5, 2009		AB09-018
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Court – Kaaren Woods			
Cost Impact: \$14,650			
Fund Source: Yarrow Bay (Developer)			
Timeline: In coordination with the EIS for			
Lawson Hills and Villages Master Planned Developments			
Attachments: Resolution No. 09-580, Addendum 3, Exhibit A, Exhibit B			
SUMMARY STATEMENT: <p>In the review process of the Transportation Element of the Comprehensive Plan several road segments proposed to complete the street grid system were questioned by the developer. The road network was then referred back to the Public Works Committee for further discussion. The Public Works Committee requested that the north/south connection across the Rock Creek wetland be eliminated and study the impact of eliminating the SE Connector on the west side of Lawson Hills to SR 169 at Jones Lake Road.</p> <p>The proposed scope of work from Parametrix will provide the City and developer the information needed to determine the impact of removing segments of the street grid, so the right mitigation projects can be identified and or the Council can determine if the road segments should be removed or remain.</p> <p>Staff recommends completing this analysis so that the impact can be understood well and informed decisions can be made.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The committee recommended the action but has not had time to formally review the scope of work.			
RECOMMENDED ACTION: MOTION to adopt Resolution 09-580, authorizing the Mayor to execute contract addendum #3 with Parametrix, originally authorized under Resolution 08-496, for the purpose of completing additional analysis in preparation of Environmental Impact Statements for The Villages and Lawson Hills Master Planned Developments.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
February 5, 2009			

RESOLUTION NO. 09-580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
RELATING TO THE PREPARATION OF ENVIRONMENTAL
IMPACT STATEMENTS FOR ANTICIPATED MASTER
PLANNED COMMUNITIES AND AUTHORIZING THE MAYOR
TO EXECUTE THE THIRD ADDENDUM TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
PARAMETRIX, INC. AND THE CITY OF BLACK DIAMOND

WHEREAS, the City and Parametrix entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the "Project"); and

WHEREAS, the City and Parametrix entered into a First Addendum to the Agreement on May 15, 2008 in order to include the preparation of a critical areas ordinance; and

WHEREAS, the City and Parametrix entered into a Second Addendum to the Agreement on November 20, 2008 in order to provide the needed background environmental data.

WHEREAS, the Council may want to amend the street grid system which would shift traffic patterns already studied; and

WHEREAS, the staff, council and developer desire to understand the impact of the street grid changes in order to make informed decisions; now

BE IT RESOLVED that the Mayor is hereby authorized to execute the Third Addendum to the Agreement in the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that the Mayor is authorized to make minor changes to said Agreement in order to take into account scrivener's corrections or administrative matters that do not affect the substance of the Agreement and are within his authority as the City's Chief Administrative Officer.

ADOPTED by the City Council at an open public meeting held on the 5th day of February, 2009.

Howard Botts, Mayor

Attest:

Brenda Streepy, City Clerk

THIRD ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
PARAMETRIX, INC.
Regarding
ENVIRONMENTAL SERVICES

1. Date and Parties.

1.1 This document (“3rd Addendum”), for reference purposes, is dated the 5th day of February, 2009, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation (“City”) and PARAMETRIX, INC. (“Consultant”).

2. General Recitals.

2.1 The City and Consultant entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the “Agreement”) for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the “Project”).

2.2 The parties entered into a First Addendum to the Agreement on May 15, 2008 to modify the terms and conditions of the Agreement to include the preparation of a critical areas ordinance.

2.3 The parties entered into a Second Addendum to the Agreement on November 20, 2008 to modify the terms and conditions of the Agreement in order to provide needed background environmental data that neither the developer nor the City possessed.

2.4 Developer has subsequently questioned the need for additional roadways proposed as part of the City’s draft Comprehensive Plan. To determine whether elimination of the proposed connector roadways is a viable option, the City needs Consultant to analyze the environmental impacts of eliminating the disputed connector roadways from the Comprehensive Plan. This information shall be incorporated into the EIS already being prepared by Contractor under this Agreement.

3. Modification to Agreement Terms and Conditions.

3.1 It is the intent of this 3rd Addendum only to establish a scope, schedule and budget for analysis of the environmental impact of eliminating proposed connector roadways made necessary by the proposed *Villages* and *Lawson Hills* projects. However, the terms of the original Agreement, as modified by the First Addendum and Second Addendums, are not modified by this 3rd Addendum, other than to the extent that the traffic analysis required by the 3rd Addendum shall be performed, because this roadway elimination analysis shall be a separate, “stand alone” issue that will be completed independently of the rest of the EIS process. Therefore, the scope, schedule and budget of the work outlined in the original Agreement and Addendums One and Two do not need to be modified and are hereby incorporated to this 3rd Addendum by reference.

4. **Scope, Schedule and Budget.**

4.1 The Scope of Work set forth in Exhibit A (“The Villages and Lawson Hills Transportation and Alternative Network Analysis”) shall apply only to the work to be performed under this 3rd Addendum and is not intended to replace the Scope of Work previously agreed to by the parties under the original Agreement and as modified by the First and Second Addendums. Consultant shall perform the Scope of Work.

4.2 Compensation for the services to be performed by the Consultant as set forth in the Scope of Work shall be within the budget set forth in Exhibit B (“Lawson/Villages Transportation and Alternative Network Analysis”), attached hereto. The parties expressly agree that the Budget Amount for the Scope of Work for this 3rd Addendum is **\$14,650**.

5. **Other Terms Unchanged.**

5.1 Except as previously modified by the First and Second Addendums and Sections 3 and 4 of this 3rd Addendum, all terms of the Agreement remain unchanged.

6. **Authority to Execute.**

6.1 The Mayor was authorized to execute this Agreement on behalf of the City by the adoption of City of Black Diamond Resolution 09-580 on February 5, 2009.

6.2 The Consultant is authorized to execute this Agreement pursuant to the terms of their respective Operating Agreement, or resolution of the members. Proof of Owners’ signatory authority shall be provided to the City, and remain on file with the City as a public record.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____
Howard Botts

By: _____
Printed Name: Susan M. Graham

Its: Mayor

Its: Project Manager

Date: February 5, 2009

Date: February _____, 2009

Attest:

By: _____
Brenda L. Streepy
City Clerk

VSIClientFiles/MPDs/Parametrix3dAddendum

EXHIBIT A

City of Black Diamond The Villages and Lawson Hills Transportation and Alternative Network Analysis

Parametrix, Inc.

**Amendment 3
February 4, 2009**

This Scope of Work is in addition to the previous scope of work, dated November 7, 2008.

Transportation and Alternative Network Analysis

Measurable Task Objective

To estimate the Level of Service impacts of roadway network changes within the City of Black Diamond that would include removing the north-south connector (between Railroad Avenue and South Connector) and/or the southeast loop connector (east of SR 169) and realigning the south connector to intersect with SE Green Valley Road instead of SR 169.

Approach

The project trip generation, distribution, and assignment will be based on assumptions from the Master Plan Development EIS. This information will be used to estimate project-generated traffic volumes at all the study intersections within the City. The 2025 Level of Service impacts to the study intersections would be evaluated under the Villages Cumulative Action scenario and with the proposed roadway network changes.

Assumptions

- Trip Generation and other relevant data from the traffic analysis conducted for the Master Plan Development EIS would be used.
- Analysis will be conducted for 2025 PM peak hour conditions.
- Analysis will be conducted for 2025 Villages Cumulative Action scenario.
- Level of Service analysis will be conducted only for City of Black Diamond Intersections that were identified and studied for the Master Plan Development EIS.
- Level of Service Analysis will be conducted for the following four scenarios independently:
 - Without the north-south connector
 - Without the southeast loop connector

- Without both north-south connector and southeast loop connector
- With the realignment of the south connector to intersect with SE Green Valley Road.

Deliverables

- A technical memorandum with graphics will be prepared.

Schedule

Assuming a February 15, 2009 Notice to Proceed, Parametrix anticipates all work for this analysis complete by March 20, 2009.

This budget is in addition to the budget dated November 7, 2008.

CLIENT: City of Black Diamond

City of Black Diamond
Lawson Hills/The Villages EIS