



CITY OF BLACK DIAMOND
July 16, 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.) AB09-082 – Establishing Pre-Annexation Zoning for South Annexation | Mr. Munson |
| 2.) AB09-083 – Establishing Pre-Annexation Zoning for East Annexation | Mr. Munson |

Council Action May Follow Public Hearings

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|---------------|
| 3.) AB09-084 – Resolution Authorizing Contract with Miracle Recreation Equipment | Mr. Pilcher |
| 4.) AB09-085 – Resolution Authorizing Accepting Department of Ecology Shoreline Master Program Update | Mr. Pilcher |
| 5.) AB09-086 – Resolution Authorizing Interlocal Cooperation Agreement with King County for Flood Control Money | Mr. Boettcher |
| 6.) AB09-087 – Resolution Awarding Contract for the In City Forest Water Transmission Main Replacement Project | Mr. Boettcher |
| 7.) AB09-088 – Resolution Authorizing Contract Supplement with Parametrix for Construction Management Services on In City Forest Project | Mr. Boettcher |
| 8.) AB09-089 – Ordinance Amending Chapter 5.08 of the Municipal Code Regarding Payment Due Date for Utility Taxes | Ms. Miller |

DEPARTMENT REPORTS:

Finance - Ms. Miller

Public Works – Mr. Boettcher

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 9.) **Claim Checks** – July 16, 2009, No. 33772 through No. 33829 in the amount of \$83,818.99
- 10.) **Payroll Checks** – June 30, 2009, No. 16006 through 16093 and 1692, 916004, 916005 in the amount of \$306,345.20
- 11.) **Minutes** – Council Meeting of June 25, 2009 and July 2, 2009 and Workstudy Notes of July 2, 2009

EXECUTIVE SESSION: Potential Litigation

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing – Pre-Annexation zoning classification for the proposed South Annexation	Agenda Date: July 16, 2009		AB09-082
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: N/A	Community Dev. – Steve Munson	X	
Fund Source: N/A	Natural Resources – Aaron Nix		
Timeline: N/A			
Attachments: Legal Descriptions, Site Maps, Staff Memo			
<p>SUMMARY STATEMENT:</p> <p>Black Diamond Lawson Partners (South) has submitted to the Community Development Department a draft Pre-Annexation and Development Agreement for this proposed Annexation. This Agreement details the specific land use designations and zoning to be applied to the properties and the specifics of other features including, but not limited to, roads and utilities. In preparation for future City Council consideration of this document, Council is required by RCW 35A.14.330 and RCW 35A.14.340 to conduct two public hearings at least 30 thirty days apart to allow public testimony on any proposed pre-annexation zoning.</p> <p>At this time staff is recommending the assignment of the R-4; Single Family Residential District (see attached map) zoning designation for the entire proposed annexation area:</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Open public hearing, take testimony, and close public hearing. Schedule second public hearing for August 20, 2009.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009			

EXHIBIT A
URBAN GROWTH AREA ANNEXATION LEGAL DESCRIPTION

TRIAD JOB # 05-336
OCTOBER 24, 2008

THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. IN KING
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID
SECTION 23, TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE
NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID
SECTION 23;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTH HALF, TO THE EASTERLY
MARGIN OF STATE ROUTE 169;

THENCE SOUTHEASTERLY, ALONG SAID EASTERLY MARGIN, TO THE SOUTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO THE
NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 23;

THENCE SOUTHERLY, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID
SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE WESTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF SAID
NORTHWEST QUARTER;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 23;

THENCE NORTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE
NORTHWEST CORNER OF SAID SECTION 23, THE POINT OF BEGINNING.

WRITTEN: ARJ
CHECKED: CHS

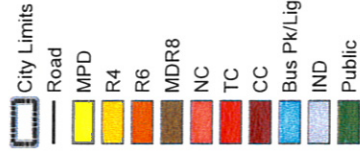


S:\PROJECTS\05336\CORRESPONDENCE\TRIAD LEGALS\053362008-10-24 UGA Annex.doc
12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 · 800.488.0756 · Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

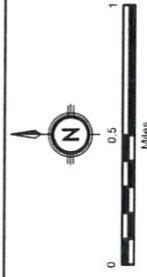
DRAFT

City of Black Diamond
Draft Zoning Map

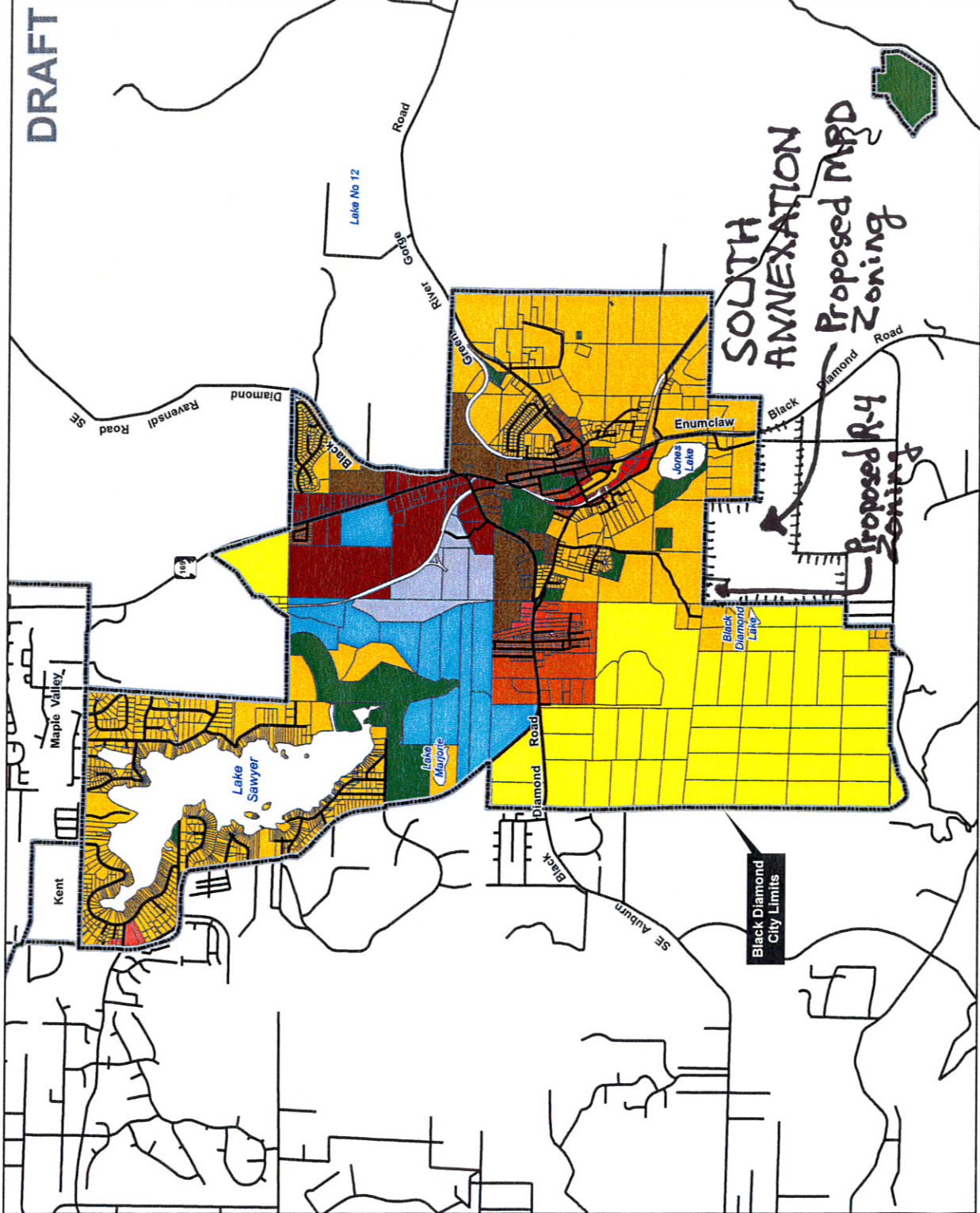


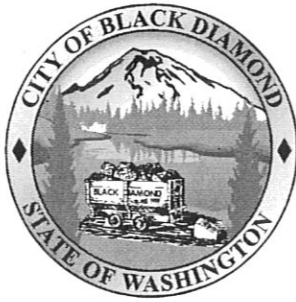
Sources: King County (2007); City of Black Diamond (2006)

Map Prepared: June 2009



ICF Jones & Stokes
an ICF International Company





CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

July 9, 2009

TO: Mayor, Councilmembers
FR: Steve Munson, City Planner



RE: EAST AND SOUTH ANNEXATIONS—Yarrow Bay

Black Diamond Lawson Partners (East) and Black Diamond Village Partners (South) submitted to the Community Development Department on April 6, 2009 two separate annexation proposals (East and South Annexations). These are being processed under the "Direct Petition Method" of annexation as authorized by RCW 35A.14.120.

The proposed East Annexation consists of 50 acres and is located along the east-central city boundary. Composed of 250 acres, the proposed South Annexation is located along the south-central city boundary (see included maps).

Community Development staff and Yarrow Bay representatives (along with legal counsel for both) began meeting in late April to discuss the specifics of the draft Pre-Annexation and Development Agreements accompanying both annexation proposals. During these discussions it was determined that the Master Plan Development pre-application agreements for the two Yarrow Bay Communities sites required that the pre-annexation agreements had to be negotiated and executed before the Annexation Petitions could be authorized for circulation. As a result, the proposals have been scheduled for public hearing before Council on July 16, 2009 and August 20, 2009 (two public hearings) as required by RCW 35A.14.330 and RCW 35A.14.340.

Staff has included with this packet the legal descriptions and site maps for both proposals. Community Development staff also mailed on July 2, 2009 copies of the Notice of Public Hearing to owners of all the properties proposed to be included in the East and South Annexations.

Once both public hearings are conducted, completed, and Council has acted upon the Pre-Annexation zoning staff can then schedule the required public meeting at which the annexation proponents will be authorized to circulate the Annexation Petitions for both proposals as provided for in RCW 35A.14.120.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing – Pre-Annexation zoning classification for the proposed East Annexation	Agenda Date: July 16, 2009		AB09-083
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: N/A	Community Dev. – Steve Munson	X	
Fund Source: N/A	Natural Resources – Aaron Nix		
Timeline: N/A			
Attachments: Legal Descriptions, Site Maps, Staff Memo			
SUMMARY STATEMENT: <p>Black Diamond Lawson Partners (East) has submitted to the Community Development Department a draft Pre-Annexation and Development Agreement for this proposed Annexation. This Agreement details the specific land use designations and zoning to be applied to the properties and the specifics of other features including, but not limited to, roads and utilities. In preparation for future City Council consideration of this document, Council is required by RCW 35A.14.330 and RCW 35A.14.340 to conduct two public hearings at least 30 thirty days apart to allow public testimony on any proposed pre-annexation zoning.</p> <p>At this time staff is recommending the assignment of the R-4; Single Family Residential District (see attached map) zoning designation for the entire proposed annexation area:</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Open public hearing, take testimony, and close public hearing. Schedule second public hearing for August 20, 2009.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009			

EXHIBIT A

LAWSON HILLS
EAST ANNEXATION AREA LEGAL DESCRIPTION:

TRIAD JOB # 04-058
NOVEMBER 7, 2008

THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 6 EAST,
W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;

TOGETHER WITH THAT PORTION OF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF, THENCE NORTH 00°17'23"
EAST, ALONG THE WEST LINE OF SAID SOUTH HALF, 493.15 FEET;
THENCE SOUTH 35°28'21" EAST 617.91 FEET TO THE SOUTH LINE OF SAID SOUTH HALF;
THENCE NORTH 88°24'03" WEST, ALONG THE SOUTH LINE OF SAID SOUTH HALF, 361.22
FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER,
THENCE NORTH 01°06'43" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER,
1324.33 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 88°24'03" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER,
69.04 FEET;
THENCE SOUTH 55°11'17" EAST 488.42 FEET;
THENCE SOUTH 01°50'22" WEST 240.07 FEET;
THENCE SOUTH 31°16'37" WEST 939.98 FEET TO THE POINT OF BEGINNING.

TOTAL AREA = 50.00 ACRES

WRITTEN: ARJ
CHECKED: CHS















S:\PROJECTS\04058\CORRESPNC\PURCHASE LEGALS\04058 2008-11-07 EAST
ANNEXATION AREA.doc

12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassoc.com

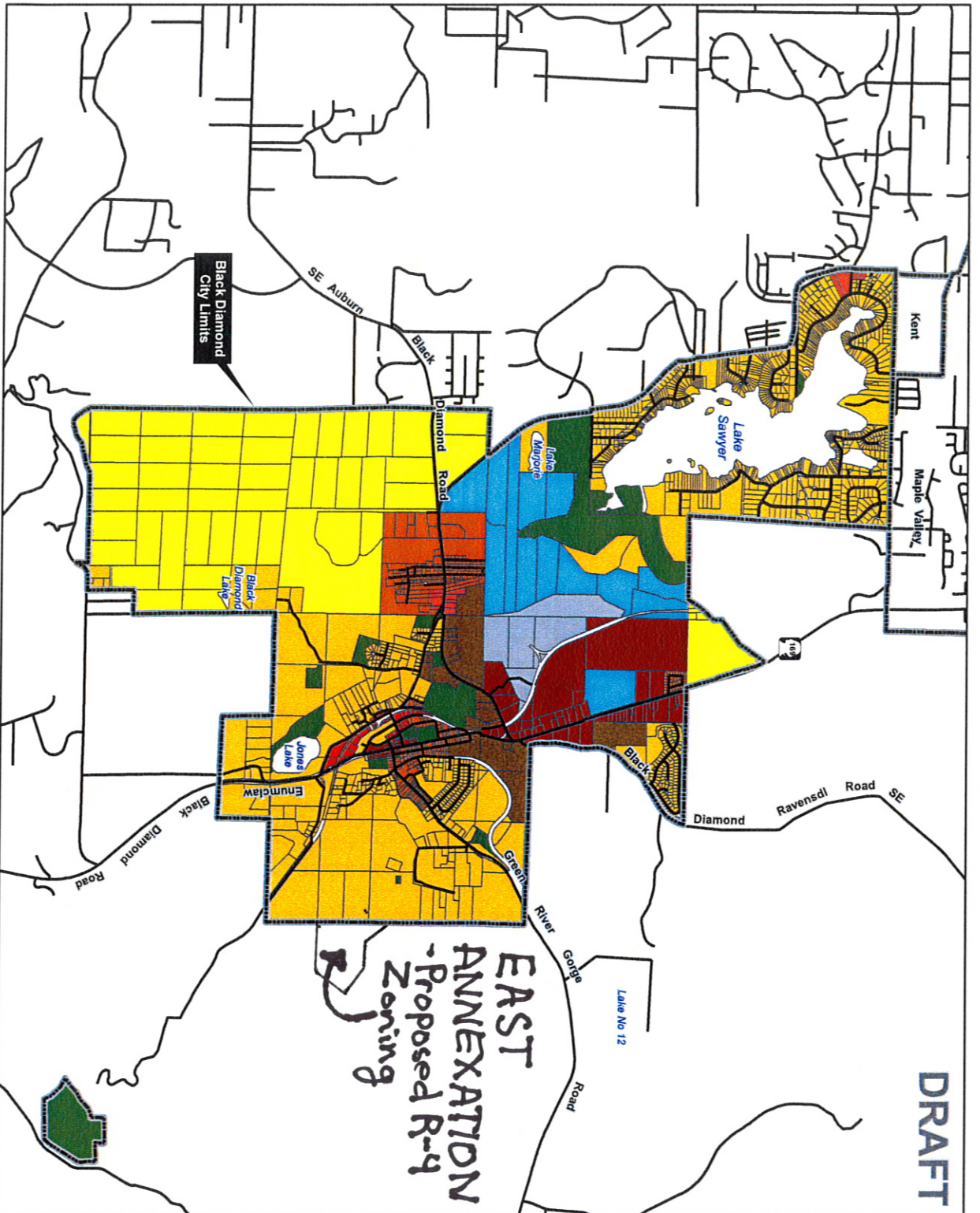
Land Development Consultants

DRAFT

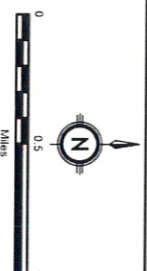
City of Black Diamond
Draft Zoning Map

-  City Limits
-  Road
-  MPD
-  R4
-  R6
-  MDR8
-  NC
-  TC
-  CC
-  Bus Pk/Light Ind
-  IND
-  Public

EAST ANNEXATION -Proposed R-4 Zoning



Sources: King County (2007), City of Black Diamond (2006)
Map Prepared: June 2009



ICF Jones & Stokes
an ICF International Company



CITY OF BLACK DIAMOND

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July 9, 2009

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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. 09-615, authorizing the purchase of playground agreement from Miracle Recreation Equipment Company for Eagle Creek Park	Agenda Date: July 16, 2009		AB09-084
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$12,523.40	Natural Resources/Parks – Aaron Nix	X	
Fund Source: REET	Comm. Dev. – Steve Pilcher		
Timeline: ASAP			
Attachments: Resolution No. 09-615, Final Bid, Bids			
SUMMARY STATEMENT: Resolution pertaining to the purchase of playground equipment for community installation at Eagle Creek Park. This project follows what had been approved in the Capital Improvement Project budget approved late last year. The original bid included a line item for play chips around the structures, but was removed due to cheaper pricing from other local vendors. In addition, the play structure was removed and replaced with one more suited to kids within the age bracket we were intending to cater to. The original bid was for \$15,715.02, but was reduced after these changes to \$12,523.40.			
COMMITTEE REVIEW AND RECOMMENDATION: Parks Committee recommends adoption.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-615, authorizing the purchase of playground equipment from Miracle Recreation Equipment Company for playground equipment at Eagle Creek Park.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009			

RESOLUTION NO. 09-615

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF PLAYGROUND
EQUIPMENT FROM MIRACLE RECREATION EQUIPMENT
COMPANY FOR EAGLE CREEK PARK IN THE AMOUNT
OF \$12,523.40**

WHEREAS, three competitive bids were obtained by local vendors that specialize in sales of recreations play equipment, specific to the City's needs; and

WHEREAS, Miracle Recreation Equipment Company supplied the lowest bid in the amount of \$12,523.40; and

WHEREAS, funding for the playground equipment is available through Real Estate Excise Tax (REET) money and approved in the parks section of the Capital Improvement Plan (CIP);

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

Section 1. The Black Diamond City Council authorizes the purchase of playground equipment from Miracle Recreation Equipment Company for Eagle Creek Park as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

**Sales Representative**

JOHN EDWARDS

POST OFFICE BOX 909

CARMEL VALLEY, CA 93924

Phone: (831) 659-7212 Fax: (831) 659-7226

Equipment Quotation

Quote Number: 96092541

Quote Date: 06/24/2009

Customer Number

Terms of Sale: Net 30

Customer Class: 1. Parks & Rec

Shipping Method: Miracle

Freight Terms: Prepaid

Approximate Ship Date: ASAP

Cust PO Num:

Prepared CITY OF BLACK DIAMOND
For: POST OFFICE BOX 599
 BLACK DIAMOND, WA 98101

Location: CITY OF BLACK DIAMOND
 24301 ROBERTS DRIVE
 BLACK DIAMOND, WA 98101

anix@ci.blackdiamond.wa.us

Payment/ AARON NIX (360) 886-2560 X 220
Accounting
Contact:

Shipping/ AARON NIX (360) 886-2560 X 220
Delivery
Contact:

Quantity	Item Number	Description	Price Each	Price Total
1	8194	BOULDER RIDGE ROCK WALL-4 SECTION, IN-GRND	\$4,569.00	\$4,569.00
1	65749	405 DEG TYPHOON SLIDE W/PVC STEP (6' PLTFM)	\$4,236.00	\$4,236.00
1	961	BUZZY THE BUMBLE BEE "C" SPRING RIDER	\$862.00	\$862.00
1	7148522S	5" OD ARCH SWG FRAME W/2 S/P SEATS MC	\$1,959.00	\$1,959.00
1	7148522TX	5" OD ARCH SWG FRAME EXT W/2 360 DEG SEATS MC	\$1,150.00	\$1,150.00

Color List:

System: CL Item Number: 8194 Quantity: 1

System: SL Item Number: 65749 Quantity: 1

System: SWG Item Number: 7148522S Quantity: 1

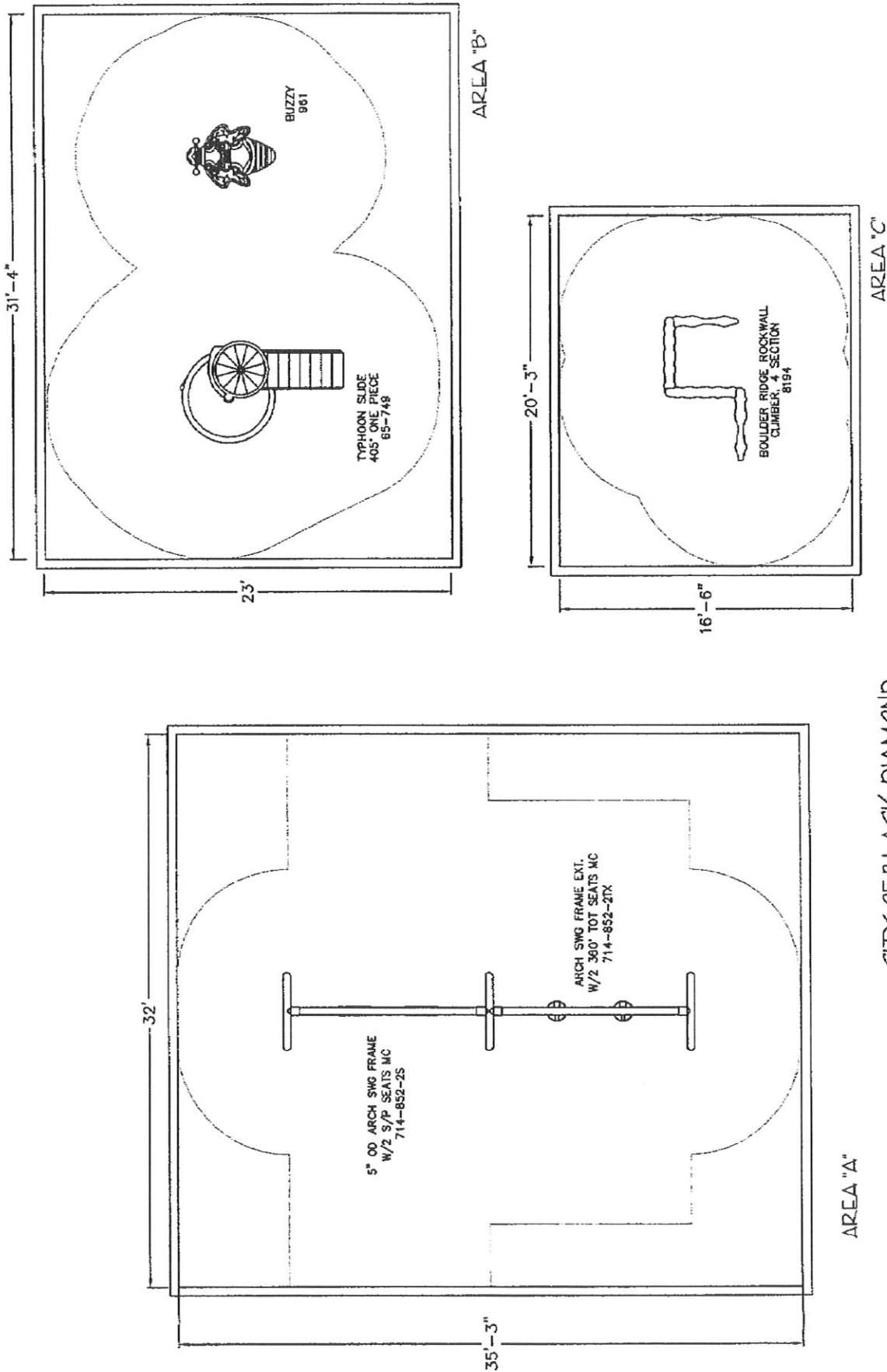
System: SWG Item Number: 7148522TX Quantity: 1

Equipment Total: \$12,776.00**Freight:** \$1,842.66**Discount:** \$3,066.24**SubTotal:** \$11,552.42**Tax:** \$970.98**Grand Total:** \$12,523.40**Notes:**

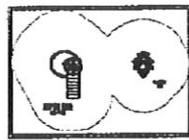
THE ABOVE QUOTE INCLUDES THE COST OF EQUIPMENT, FREIGHT, EQUIPMENT DISCOUNT AND TAX. THE QUOTE DOES NOT INCLUDE INSTALLATION OR SAFETY SURFACING.

Thank you for the opportunity to provide this quote!

Your Exclusive Sales Representative



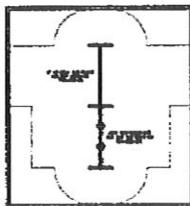
CITY OF BLACK DIAMOND
EAGLE CREEK PARK PLAY AREAS
KIDS' CHOICE EQUIPMENT BY MIRACLE RECREATION
REVISED JUNE 24, 2009



AREA "B"



AREA "C"



AREA "A"

EAGLE PARK
BLACK DIAMOND, WASHINGTON

*Eagle Creek Park
Black Diamond, WA*



CD174305

*Eagle Creek Park
Black Diamond, WA*



CD174304

**Sales Representative**

JOHN EDWARDS

POST OFFICE BOX 909

CARMEL VALLEY, CA 93924

Phone: (831) 659-7212 Fax: (831) 659-7226

Equipment Quotation

Quote Number: 96092541

Quote Date: 06/16/2009

Customer Number

Terms of Sale: Net 30

Customer Class: 1. Parks & Rec

Shipping Method: Miracle

Freight Terms: Prepaid

Approximate Ship Date: ASAP

Cust PO Num:

Prepared CITY OF BLACK DIAMOND
For: POST OFFICE BOX 599
 BLACK DIAMOND, WA 98101

Location: CITY OF BLACK DIAMOND
 24301 ROBERTS DRIVE
 BLACK DIAMOND, WA 98101

anix@ci.blackdiamond.wa.us

Payment/ AARON NIX (360) 886-2560 X 220
Accounting
Contact:

Shipping/ AARON NIX (360) 886-2560 X 220
Delivery
Contact:

Quantity	Item Number	Description	Price Each	Price Total
1	8194	BOULDER RIDGE ROCK WALL-4 SECTION, IN-GRND	\$4,569.00	\$4,569.00
1	65749	405 DEG TYPHOON SLIDE W/PVC STEP (6' PLTFM)	\$4,236.00	\$4,236.00
1	6081	TWIN RIDER ONLY	\$787.00	\$787.00
1	7148522S	5" OD ARCH SWG FRAME W/2 S/P SEATS MC	\$1,959.00	\$1,959.00
1	7148522TX	5" OD ARCH SWG FRAME EXT W/2 360 DEG SEATS MC	\$1,150.00	\$1,150.00

Color List:

System: CL Item Number: 8194 Quantity: 1

System: SL Item Number: 65749 Quantity: 1

System: SWG Item Number: 7148522S Quantity: 1

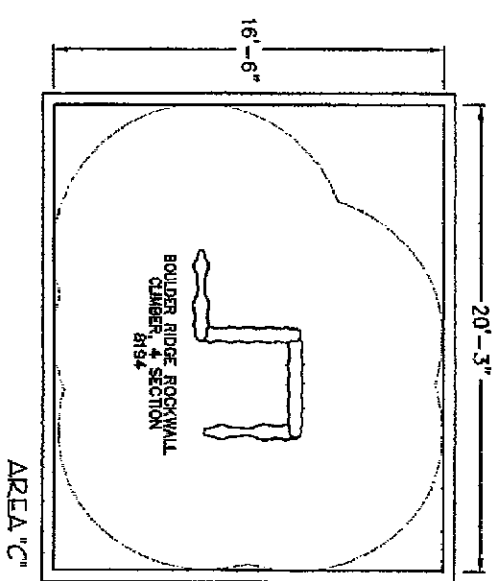
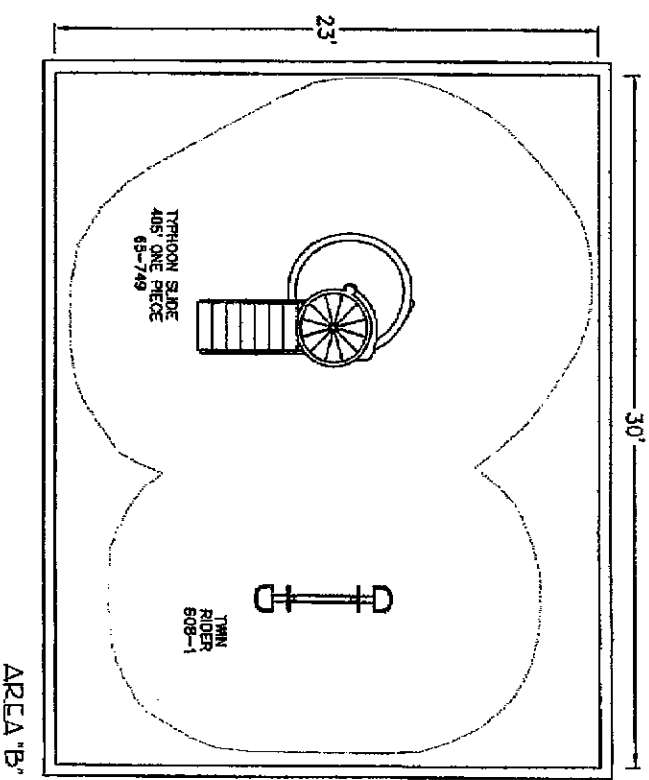
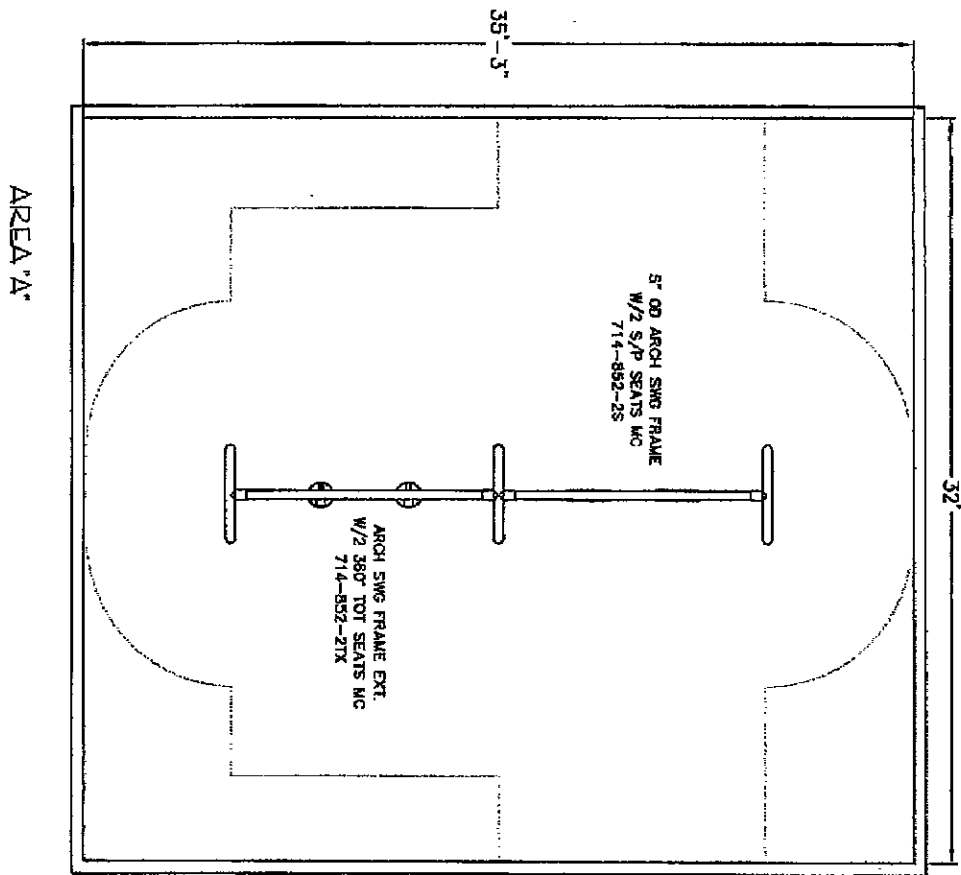
System: SWG Item Number: 7148522TX Quantity: 1

Equipment Total: \$12,701.00**Freight:** \$1,725.48**Discount:** \$3,048.24**Other Charge:** \$3,065.00**SubTotal:** \$14,443.24**Tax:** \$1,271.78**Grand Total:** \$15,715.02**Notes:**

OPTION "A". THE ABOVE QUOTE INCLUDES THE COST OF EQUIPMENT, FREIGHT, EQUIPMENT DISCOUNT AND TAX. "OTHER CHARGE" IS FOR SOFFALL ENGINEERED WOOD FIBER FOR ALL THREE AREAS, DELIVERED BUT NOT INSTALLED. THE QUOTE DOES NOT INCLUDE INSTALLATION.

Thank you for the opportunity to provide this quote!

Your Exclusive Sales Representative



CITY OF BLACK DIAMOND
EAGLE CREEK PARK PLAY AREAS
KIDS' CHOICE EQUIPMENT BY MIRACLE RECREATION
JUNE 15, 2009



Eagle Creek Park
Material Quote #906-6171

TO:

Black Diamond Park & Rec.
attention: Aaron Nix
24301 Roberts Drive
Black Diamond, WA 98010
(360) 886-2560 office
(360) 886-2592 fax

APPROVAL SIGNATURE

signature

print name

Date: June 2, 2009

date signed

Please Issue Purchase Order to Landscape Structures, Inc

Lead Time	Submittals	Your Representative
ships within 21 days	Please Advise	John Larson 206.932.6366

Quantity		Model Number & Description	Unit Price	Total
1	lot	Single Post Swing w/2 belt seats and additional bay w/2 full bucket seats by LSI	\$ 2,193.00	\$ 2,193.00
1	each	Double Bobble Rider by LSI	\$ 1,350.00	\$ 1,350.00
1	each	Independent Spyro Slide by LSI	\$ 5,635.00	\$ 5,635.00
1	each	The Peak Natural Climber by LSI	\$ 4,330.00	\$ 4,330.00
				\$ -

ORDERING INSTRUCTIONS

Issue Purchase Order to Landscape Structures Inc

Send Purchase Order to PlayCreation, Inc. for processing

Orders subject to Landscape Structures Terms & Conditions

Pricing on this Quote expires on December 31, 2009

Sub Total	\$ 13,508.00
US COMM	\$ (550.68)
Freight	\$ 1,180.00
Tax	\$ 1,114.33
TOTAL	\$ 15,251.65

Issue Purchase Order to: Landscape Structures, Inc. 601 - 7th Street South Delano, MN 55328-0198 763.972.3391	Send Order (for processing) to: PlayCreation 2104 SW 152nd Street, suite 4 Burien, WA 98166 206.932.6366 / 206.932.5778 fax
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Play Equipment and Site Accessories

2104 SW 152nd Street, Suite 4 Burien, WA 98166

PHONE 206.932.6366 FAX 206.932.5778

www.play-creation.com

**Eagle Creek Park
Install Quote # 906-6172**

TO:

Black Diamond Park & Rec.
attention: Aaron Nix
24301 Roberts Drive
Black Diamond, WA 98010
(360) 886-2560 office
(360) 886-2592 fax

NOTES:

Includes return maintenance checks...

- Six Weeks
- Six Months
- Twelve Months
- ...after installation

Date: June 2, 2009

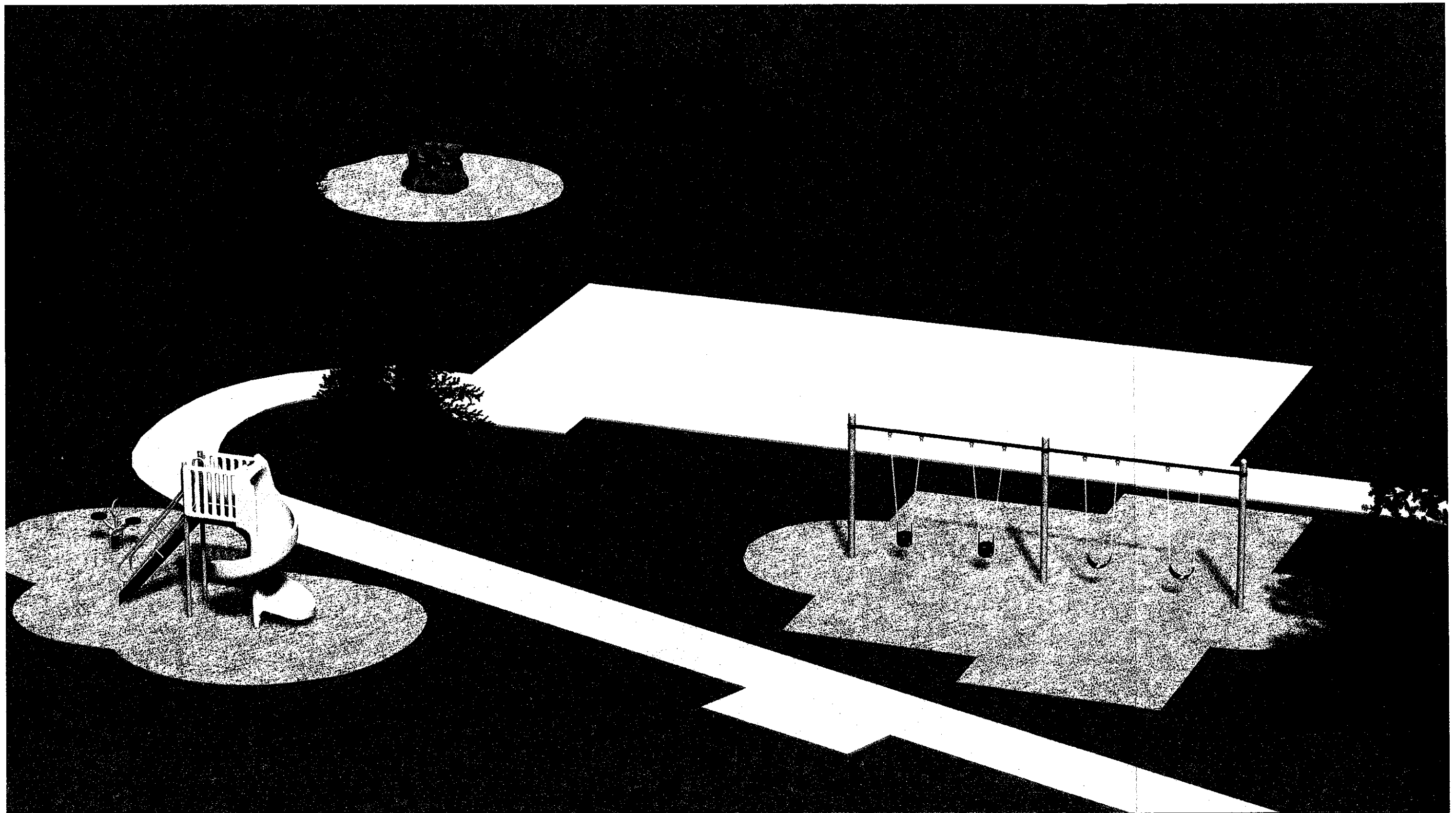
Please sign below and fax back to 206-932-5778 to confirm order

Lead Time	Quoted by
Upon Equipment Delivery	John Larson 206.932.6366

Quantity	Model Number & Description	Unit Price	Total
1	wrk	Mark & Drill all Holes, Post Installation and 1 Day Site Supervision	\$ 1,750.00 \$ 1,750.00
75	cy	Woodcarpet, Engineered wood fiber safety surfacing by Zeager, to cover 1500 sq feet at a 12 inch depth, push off load	\$ 23.00 \$ 1,725.00
			\$ -
			\$ -
TERMS & CONDITIONS		Sub Total	\$ 3,475.00
Taxes, If Applicable, are Included		Freight	\$ 155.25
All Orders Subject to PlayCreation's Terms & Conditions		Tax	\$ 298.85
Please Place all orders with PlayCreation, Inc.		TOTAL	\$ 3,929.10
Your Signature Below Confirms and Places Order			

Customer Signature _____ PO # _____

PLAY EQUIPMENT & SAFETY SURFACING
play-creation.com



EAGLE CREEK PARK

BLACK DIAMOND, WA

17635298-1-1

6/1/2009 9

PLAY*CREATION

dreams start on the playground



SLM
**landscape
structures®**

QUOTATION



PO Box 64769
University Place, WA 98464
(253) 566-1320 (888) 280-8010
(253) 566-1170 Fax

E-mail: info@cascaderec.com
www.cascaderec.com

Date: 6-1-09
Terms: net 20
Delivery: 4-6 weeks ARO
Prices Quoted Are FOB: Black Diamond, WA

TO: City of Black Diamond
Aaron Nix
24301 Roberts Drive
City of Black Diamond, WA 98010

RE: Black Diamond Playground

Page: 1 of 1

We are pleased to quote the following:

Quantity	Description	Price	Total
1	Custom BigToys Model Q6034M Ages 2-5 Recycled steel and recycled plastic materials		12,993.00
1	BigToys IS2-8-2B2I 8' tall, double bay swing unit w/ 2 belts, 2 infant swings		2,110.00
1	BigToys MEC 120 Mini Van Spring Toy		870.00
1	BigToys MEC 125 Duo Spring Rider Spring Toy		1,090.00
1	BigToys MEC-130 Jr. Synchro Spinner		1,140.00
	BigToys SubTotal		18,203.00
	Less 5% discount		-911.00
	Adjusted BigToys Subtotal		17,292.00
1	BigToys freight		N/C
1	Site Volunteer Supervised Installation, 1/ 8 hour day		1,400.00
205 cu yds	Fibar engineered wood fiber 9" depth under playstructure and spring toys, 12" depth under swing unit		5,989.00
	SubTotal		\$24,681.00

Certificates of Additional Insured are \$200.00 Additional Fee. Installation pricing does not reflect Davis Bacon or Prevailing Wage forms, please call for additional fees.

Note: Resilient surfacing material is required under all playground equipment. Consult manufacturer's catalogs and installation manuals or Consumer Products Safety Commission Guidelines. Above pricing does not include surfacing, border, installation, or sales tax unless specifically stated.

DUE TO FLUCTUATING STEEL PRICES AND FUEL SURCHARGES, PRICES QUOTED ARE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.

BY *Jill Thorsen*
JILL THORSEN, SALES

ACCEPTANCE OF PROPOSAL AND
AND TERMS AND CONDITIONS OF SALE:

SIGNATURE

TITLE

DATE

PO# IF APPLICABLE

BigToys®

Client: BLACK DIAMOND
SITE

Date: 05/21/09 Project #: SITE 052109

Representative: Cascade Recreation

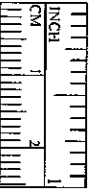
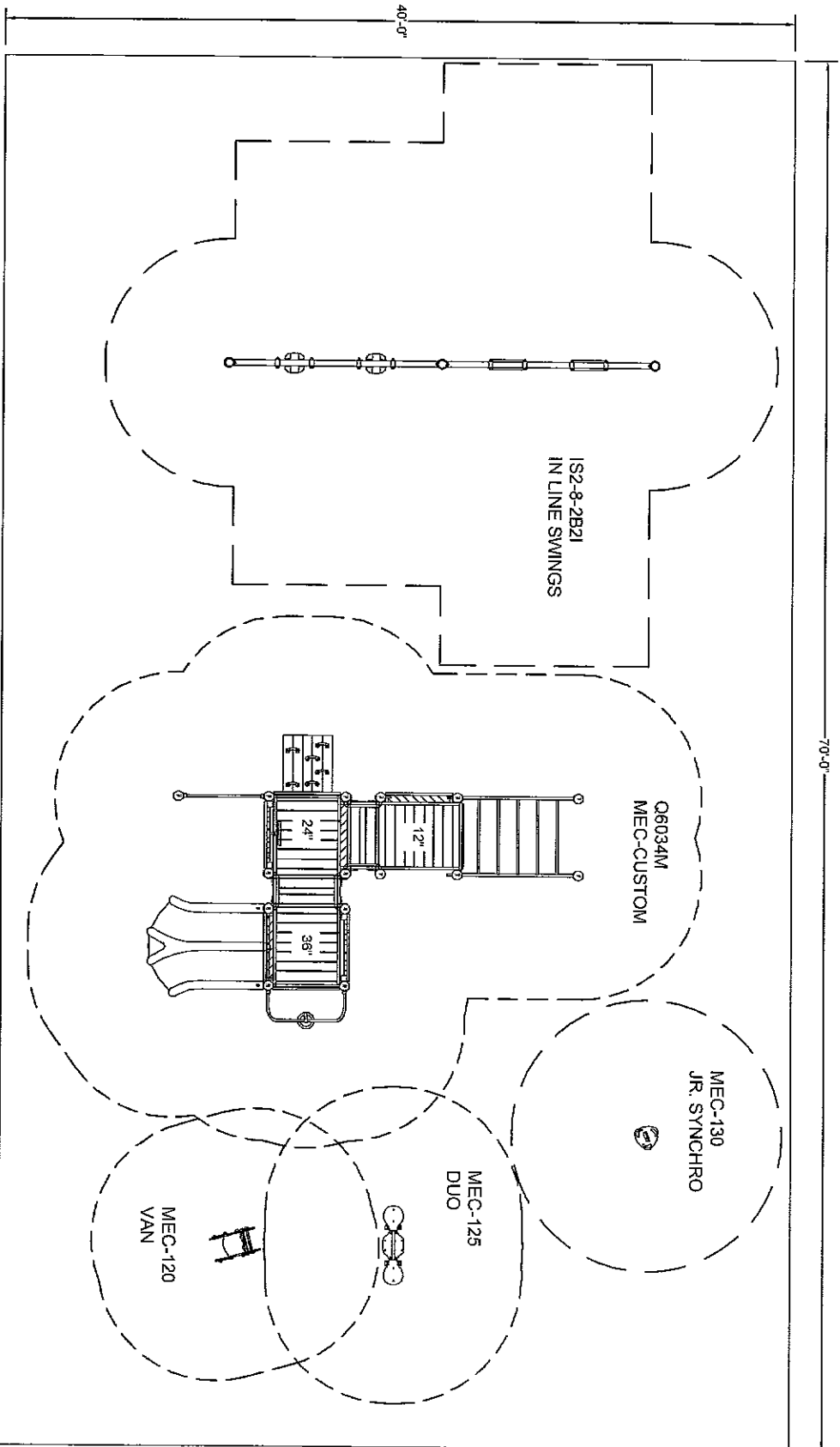
Model: As Noted

PS: Richard Craighead

Scale: 1/8" = 1'-0"

FOR QUOTING
ONLY
NOT FOR CONSTRUCTION

Layout is in accordance with ASTM F1487-98



"The play area, including the recommended use zone, must be level to a maximum of 1 % slope."

© BigToys, Inc., Olympia, WA U.S.A. 1-866-814-8697

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-616, accepting the State of Washington Department of Ecology \$60,000 Grant for updating the City's Shoreline Master Program and authorizing the Mayor to execute the grant agreement	Agenda Date: July 16, 2009		AB09-085
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Natural Resources/Parks – Aaron Nix		X
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments: Resolution No. 09-616, Grant Agreement No. G1000014			
SUMMARY STATEMENT: <p>In accordance with chapter 173-26 of the Washington Administrative Code, the City of Black Diamond is required to update its' Shoreline Master Program by the end of 2012. A \$60,000 grant has been awarded to the City of Black Diamond in order to meet the deadline and comply with the required elements needing updating by June 30, 2012.</p> <p>Staff felt that it was important to have this update completed prior to the end of December 2012 deadline, so there would be added flexibility if any problems were encountered during this process.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-616, accepting the \$60,000 grant from the State of Washington Department of Ecology for the update of the City's Shoreline Master Program and authorizing the Mayor to execute SMA Grant Agreement No. G1000014 between the City and the State of Washington Department of Ecology.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009			

RESOLUTION NO. 09-616

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ACCEPING GRANT FUNDS FROM THE STATE OF
WASHINGTON DEPARTMENT OF ECOLOGY FOR
UPDATING THE CITY'S SHORELINE MASTER PROGRAM
AND AUTHORIZING THE MAYOR TO EXECUTE SMA
GRANT AGREEMENT NO. G1000014**

WHEREAS, the City of Black Diamond is required to update its Shoreline Master Program in accordance with Washington Administrative Code (WAC) chapter 173-26 by December 2012; and

WHEREAS, the State of Washington Department of Ecology has awarded the City \$60,000 to hire a consultant to help staff complete this update;

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

Section 1. The City of Black Diamond accepts the \$60,000 grant funds from the State of Washington Department of Ecology for the update of the City's Shoreline Master Program.

Section 2. The Mayor is hereby authorized to execute SMA Grant Agreement No. G1000014 between the State of Washington Department of Ecology and the City for the Comprehensive Shoreline Master Program Update as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

SMA Grant Agreement No. G1000014

between the

State of Washington Department of Ecology

and the

CITY OF BLACK DIAMOND

Project: Comprehensive Shoreline Master Program Update

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and City of Black Diamond, hereinafter referred to as the "RECIPIENT" to carry out activities described herein, and as authorized by the Washington State Legislature under Chapter 173-26 of the Washington Administrative Code (WAC) for shoreline implementation.

RECIPIENT Name: **City of Black Diamond**
Department: Natural Resources
Address: PO Box 599, 24301 Roberts Drive
Black Diamond, WA 98010-0599

RECIPIENT Project Coordinator: **Aaron Nix**
Telephone Number: 360.886.2560 x220_/FAX: 360.886.2592
E-mail address: anix@ci.blackdiamond.wa.us

Fiscal Contact for RECIPIENT: **Tracey Redd**
Telephone Number: 360.886.2560 x 209
E-mail Address: tredd@ci.blackdiamond.wa.us

Payee on Warrant: **City of Black Diamond**
Attn: Mayor, Howard Botts
PO Box 599, 24301 Roberts Drive
Black Diamond, WA 98010

Project Officer for the Department: **Joe Burcar**
SEA Program, NWRO Regional Office
Washington State Department of Ecology
3190 – 160th Avenue NE
Telephone Number: 425-649-7145 / Fax: 425-649-7098
E-mail address: jobu461@ecy.wa.gov

The source of funds provided by the DEPARTMENT are from the 2009-2011 Washington State General Fund for Shoreline Implementation, §302; and the Local Toxics Control Account, §302, Subsection 7.

Maximum Grant Amount, Fiscal Years 1 and 2 (7/1/09-6/30/11):	\$ 50,000
Maximum Grant Amount, Fiscal Year 3 (7/1/11 – 6/30/12) *:	<u>\$ 10,000*</u>
Total Grant Amount:	\$ 60,000

Maximum State Cost Share Rate over all 3 years: 100% UP TO a maximum \$60,000.*

The effective date of this agreement is from July 1, 2009 to June 30, 2011.*

**Year 3 funding is subject to legislative appropriation in Fiscal Year 2011-2012 and will be made available via formal amendment to this agreement.*

Scope of Work

Project Description: The Recipient will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, including the Shoreline Master Program Guidelines (Guidelines). The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, preparation of a shoreline restoration plan and a formal local adoption process. The Recipient will incorporate public participation in all phases of the SMP update. The Recipient may use consultant support as appropriate.

Work Program: The Recipient shall perform the following tasks:

Task A: Coordination

Coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests.

Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

Attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. Provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the recipient shall include a written response to Ecology's comments on draft deliverables.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

Deliverables:

1. Documentation of contacts in quarterly progress reports (three hard copies and one digital copy).
Due Dates: January 20, April 20, July 20 and October 20, each year for three years.
2. Written responses to Ecology's comments on draft deliverables, when requested. (May be provided in email format.)

Due Dates: Following receipt of Ecology's comments.

YEAR 1

Project Initiation

Task B: Secure qualified consultant services

Prepare a detailed scope of work for consultant services consistent with the grant scope of work, publish a Request for Proposals, form a review committee to evaluate respondents, and enter into a contract with the selected consultant.

Deliverable:

1. Final executed consulting contract (digital or hard copy).

Due Date: September 1, 2009

The Recipient shall prepare a complete, locally approved Draft SMP by completing Phases 1 through 5 described below and as diagramed in the Shoreline Master Program Planning Process chart:
http://www.ecy.wa.gov/programs/sea/grants/smp/pdf/SMP_Planning_Process.pdf

PHASE 1: PRELIMINARY ASSESSMENT OF SHORELINE JURISDICTION and PUBLIC PARTICIPATION PLAN

Task 1.1: Identify preliminary shoreline jurisdiction

Identify the preliminary geographic scope for the comprehensive SMP update project. Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
 - Rivers and streams with mean annual flow over 20 cubic feet per second.
 - Lakes and reservoirs exceeding 20 acres.
 - Associated wetlands of these areas.
 - Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).

Deliverables:

1. Preliminary jurisdiction map (digital) of Shorelines of the State subject to local SMP.

Due Date: September 1, 2009

Task 1.2: Prepare plan for public participation

Throughout Phases 1 through 5 of the SMP update planning process, inform and involve the public in updating the SMP consistent with the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Prepare a public participation plan that identifies specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities. Engage all parties early and continuously in the update process, particularly those relevant individual recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. Documenting all public outreach and public events related to SMP development is required.

Deliverables:

1. Public participation plan (digital copy).
2. Public participation updates in quarterly progress reports.

Due Dates: September 1, 2009

Task 1.3: Demonstrate how Phase 1 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 1.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task.

Due Dates: September 1, 2009

PHASE 2: SHORELINE INVENTORY, ANALYSIS & CHARACTERIZATION

Task 2.1: Complete shoreline inventory

Compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. Collect the following information to the extent that such information is relevant and reasonably obtainable:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the Recipient's jurisdiction.
- General location of channel migration zones, floodplains, and the floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.

- Archaeological and historic resources in shoreline jurisdiction.
- Policies and regulations in shoreland and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.).

Deliverables:

1. Draft list of inventory data sources (digital copy) for review and comment.
2. Digital working maps of inventory information displayed at appropriate scales.
3. An SMP Submittal Checklist completed as relevant to task.

Due Dates: October 1, 2009

(Note: Please provide Ecology with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps.)

Task 2.2: Conduct shoreline analysis

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in your jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.)

Conduct an analysis of the inventory information and data collected in Task 2.1 as it relates to development of an effective SMP. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.) These tasks should be conducted as they are relevant to shorelines in your jurisdiction.

(Note: For most Puget Sound jurisdictions, the Department of Ecology will prepare a broad-scale characterization of ecosystem-wide processes. This information will be provided to jurisdictions in Spring 2010.)

2.2.1 Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions,

groundwater withdrawals, and listed impairments such as those published in the 303(d) list.

- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2.2.2 Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Describe functions that are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

2.2.3 Conduct Shoreline Use Analysis; analyze opportunities for public access

- Conduct shoreline use analysis:
 - Identify current patterns of land uses in shoreline areas.
 - Identify likely or projected uses in shoreline areas.
 - As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
 - Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
 - Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.
- Identify current public access sites and opportunities for future access sites.

Task 2.3 Prepare shoreline inventory and characterization report

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting intact and restoring degraded ecological processes and functions.
 - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - Providing public access.
 - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.

- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/city location in the state and delineating county/city and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

Deliverables (3-hard copies and 1-digital copy with accompanying maps):

1. DRAFT shoreline inventory, characterization and analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above.

Due Date: February 20, 2010

(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft characterization and analysis report.)

YEAR 2

Task 2.4: Demonstrate how Phase 2 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 2.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).
2. (3-hard copies and 1-digital copy) Final Shoreline Inventory, Characterization and Analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3. This final report will address comments submitted by Ecology and other interested parties based on the DRAFT Shoreline Inventory, Characterization and Analysis produced under task 2.3 above.

Due Date: July 15, 2010

PHASE 3: COMPLETE DRAFT SMP and CUMULATIVE IMPACTS ANALYSIS

Task 3.1 Conduct community visioning process

Conduct a community visioning process that includes as many citizens as possible to determine goals for future use of the shoreline. This process should be conducted with respect to the findings of the shoreline inventory and characterization report. The visioning process will identify shoreline problems and opportunities. It will result in a strategy for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.

Deliverable: (digital copy)

1. Strategy for shoreline uses, public access, resource protection and restoration (Task 3.1).

Due date: October 1, 2010

Task 3.2: Develop general SMP goals, policies and regulations

Prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

Task 3.3: Develop environment designations

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

Deliverable: (1-hard copy, 1-digital copy)

1. DRAFT Shoreline Master Program Environment Designations (Task 3.3) and General Goals and Policies (Task 3.2).

Due date: December 1, 2010

Task 3.4: Develop environment-specific shoreline use & modification policies, regulations and standards

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.

- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

Task 3.5 Develop SMP administrative provisions

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included.

A definitions section should be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines. An SMP "user's guide" may be prepared.

Task 3.6 Prepare preliminary cumulative impacts analysis

Evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP. (Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

Deliverable (three hard copies and one digital copy, with accompanying maps):

1. Complete Draft SMP, including:
 - Draft general goals and policies and optional general regulations. (Task 3.2)
 - Draft environment designations and draft environment maps. (Task 3.3)
 - Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
 - Draft administrative provisions. (Task 3.5)
 - Maps showing environment designations within shoreline jurisdiction
2. A preliminary cumulative impacts analysis of the SMP Environment Designations, Goals Policies, and Use/Modification Regulations to ensure consistency with recommended "protection measures" listed in the final Shoreline Inventory/Characterization (Task 2.4).
3. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Dates: March 20, 2011

Task 3.7: Demonstrate how Phase 3 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 3.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Date: March 20, 2011

YEAR 3

PHASE 4: RESTORATION PLANNING, REVISITING PHASE 3 PRODUCTS AS NECESSARY

Task 4.1 Prepare restoration plan

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. A complete restoration plan.

Due Date: September 1, 2011

(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)

Task 4.2: Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP.

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. Complete Final Draft SMP consisting of the following:
 - Revised Final draft SMP Designations, Goals/Policies, and Use/Modification Regulations that address any changes recommended within the preliminary cumulative impacts analysis.
 - Final cumulative impacts analysis evaluating the final draft SMP Environment Designations, Goals/Policies, Use/Modification Regulations and Restoration Plan, concluding no net loss of shoreline ecological functions based on the findings of the SMP Inventory/Characterization.
 - Final SMP jurisdiction maps and boundary descriptions

Due Date: December 1, 2011

(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents.)

Task 4.3: Prepare a report that demonstrates how no net loss will be achieved

Prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

Deliverables (one digital copy)

1. A report that demonstrates how no net loss will be achieved through SMP implementation.

Due Date: December 1, 2011

Task 4.4: Demonstrate how Phase 4 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 4.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Date: December 1, 2011

PHASE 5: LOCAL SMP ADOPTION PROCESS

Conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

Task 5.1: Assemble complete draft SMP

Assemble a complete draft SMP and submit it to Ecology for informal review together with supporting documentation.

Task 5.2: Complete SEPA review and documentation

Conduct and document SEPA review pursuant to chapter RWC 43.21C, the State Environmental Policy Act

Task 5.3: Provide GMA 60-day notice of intent to adopt

Upon conclusion of Tasks 5.1, and 5.2, local governments planning under the Growth Management Act must notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

Task 5.4: Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

Task 5.5: Prepare a responsiveness summary

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment.

Task 5.6: Adopt SMP and submit to Ecology

Complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to Ecology.

Task 5.7: Demonstrate how Phase 5 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 5.

Deliverables (two hard copies and one digital copy in Microsoft Word format, with accompanying maps):

1. A complete, locally adopted SMP including maps, with relevant supporting documentation. (Tasks 5.1 and 5.7)
2. SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 5.2)
3. Evidence of compliance with GMA notice requirements. (Task 5.3)
4. Public hearing record. (Task 5.4)
5. Response to comments received. (Task 5.5)
6. A complete SMP Submittal Checklist.

Due Dates: June 30, 2012

Budget Summary and Conditions

Budget Conditions

Very Important Note: Due to state law, all state funds that are disbursed to local governments under these grants are appropriated in the state budget on a biennial basis. Funds appropriated for each biennia of the grant must be spent on eligible activities within that two-year period. Local governments are not allowed to carry unexpended funds past that date.

We are aware that state and local fiscal years are not on the same schedule; however, state law requires strict adherence to the state biennial funding cycles for state agreements. Grantees are strongly encouraged to actively manage their projects to ensure that spending occurs at budgeted levels.

1. **Project Administration:** For the administration of this agreement the RECIPIENT must follow the current edition of the [Administrative Requirements for Ecology Grants and Loans](http://www.ecy.wa.gov/biblio/9118.html) (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>

2. **Invoicing:**

- Grants are awarded on a reimbursable basis. The Recipient initially pays project costs as they incur. Invoicing to Ecology is usually by quarter but not more often than once per month. Upon presentation of an invoice to Ecology, Ecology's share of the project is reimbursed to the Recipient.
- Expenditures will be monitored by the Ecology Fiscal Office for compliance with the budget (see below). Budget deviations are allowed between tasks (e.g., a grantee may spend less money on one task and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10% of the entire project cost, the Ecology Project Officer may require a written budget redistribution. When submitting invoices to Ecology, **the RECIPIENT shall itemize all costs by task** and provide subtotals by task on Ecology's Form C2, Voucher Support Form. All payment requests must have forms A, B, C (and D if applicable), be accompanied by a commensurate progress report, and receive Ecology Project Officer approval before payment can be released.

NOTE: For payment requests, the RECIPIENT must use the Ecology forms provided. Otherwise, Ecology will return requests to the RECIPIENT for submittal on the correct forms.

- The RECIPIENT must **maintain complete backup documents** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by the DEPARTMENT.
 - Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms.
 - The **indirect rate must not exceed 25 percent** of direct (staff) labor and benefit costs. This rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.
 - **Right to Audit:** The Recipient agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The Recipient shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants.
3. **Estimates:** Near the end of each fiscal year, RECIPIENTS will receive an Estimate Form from Ecology's Fiscal Office. An **estimate** is the dollar amount you anticipate requesting from Ecology for project costs incurred through June 30 and have not yet submitted for reimbursement. RECIPIENTS must fill out and submit the form to Ecology by the specified due date. Ecology must have these estimates to ensure sufficient

funds are reserved to reimburse RECIPIENTS for expenditures incurred within that specific fiscal year ending June 30. **Failure to submit the Estimate Form by the due date could result in a considerable delay in payment from Ecology.** Timely receipt of estimates also helps Ecology more effectively manage the overall SMP grant fund.

4. **Final payment** of grant projects is contingent on receipt of viable work products as listed in the grant document.
5. **Funding Budget** (for RECIPIENT reporting and Ecology tracking purposes):

Maximum Grant Amount, Fiscal Years 1 and 2 (7/1/09-6/30/11): \$ 50,000
Maximum Grant Amount, Fiscal Year 3 (7/1/11 – 6/30/12) *: \$ 10,000
Total Grant Amount: \$ 60,000

***Note:** Year 3 funding is subject to legislative appropriation in Fiscal Year 2011-2012 and will be made available via formal amendment to this agreement.

Expenditure Budget

Phase / Task	Year 1 09-10	Year 2 10-11	Year 3 11-12
A . Secure Consult Services	\$0.00		
B. Project Coordination	\$0.00		
1. Prelim Assessment / Public Participation Plan	\$7,000		
2. Shoreline Inventory, Analysis, and Characterization	\$18,000	\$6,000	
3. Shoreline Policy, Environment Designation; Policy and Regulation Development		\$10,000	
4. Cumulative Impacts Analysis / Restoration Planning / Revisit Phase 3 products as necessary		\$9,000	\$10,000
5. Local Adoption Process			\$0.00
Subtotal	\$25,000	\$25,000	\$10,000

Special Terms and Conditions

1. **Responsibilities of the Project Coordinator:** The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.
2. **Progress Reports.** The RECIPIENT shall prepare and submit quarterly progress reports to the DEPARTMENT throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

For Report Contents and Ecology's form: Please visit our website at:

<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

<p>County or City Name Grant No. G1000__</p> <p>Project Title Task Title Task Number Date</p>
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3. **Identification of Project Materials** - All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding as follows:
4. **Format for Publications and Brochures:** Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in Ecology's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.
5. **Quality Assurance Project Plan (QAPP).** IF this project involves the collection of environmental measurement data, the RECIPIENT must prepare a QAPP to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating this data. The plan shall be conducted in accordance with the DEPARTMENT's Guidelines for the Preparation of Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 04-03-030). The plan

must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all environmental data generated will meet these requirements. The size and complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. The RECIPIENT may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78), in developing the plan. The QAPP shall be composed of a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.

The QAPP should describe the following elements:

- Assumptions that direct the collection and analysis of data;
- Resources used (such as flights for aerial photos);
- Resource documents that will be consulted;
- Field methods employed;
- Office methods employed;
- Training level of staff involved in data collection and analysis;
- Equipment / materials to be used
- Procedures to assure accurate calibration of field instruments.

Other supporting documentation, including example QAPPs, QAPP templates, and field SOPs may be found at Ecology's Quality Assurance website:

www.ecy.wa.gov/programs/eap/quality.html

- 6. Coordination with Ecology's Geographical Information System (GIS).** If this project involves developing GIS data, the RECIPIENT shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the DEPARTMENT utilizes the following standards:

Ecology's GIS Standards	
ESRI's ArcGIS	9.x
ESRI's ArcView	Current Version
Horizontal Datum	NAD 83 HARN
Vertical Datum	NGVD 88
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within of the true North American datum system
Vector Import Format	ArcExport, shapefiles, file or personal tabase
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS, SID

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Jerry Franklin at 360 407-7470; Fax: 360 407-6902; E-Mail: jfra461@ecy.wa.gov or Dan Saul at 360-407-6419; E-Mail: dsau461@ecy.wa.gov for further data sharing and compatibility information.

The RECIPIENT shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

7. **Washington State Minority and Women's Business Participation.** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. DEPARTMENT of Commerce, as appropriate

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

- a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- b. The total dollar amount paid to qualified firms under this invoice.

8. **Consistency:** It is the responsibility of the RECIPIENT to ensure that all sub-RECIPIENTS and contractors comply with the terms and conditions of the agreement and

that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

9. **Grant Closeout:** All products for this project shall reflect an end date on or before June 30, 2012 and shall be submitted to the DEPARTMENT on or before **July 20, 2012** or as otherwise specified in the Scope of Work. Completed end-of-biennium estimate forms and final payment requests must be submitted in accordance with notification provided by Ecology's Fiscal Office.
10. **All Writings Contained Herein.** This agreement, the appended "General Terms and Conditions", and the DEPARTMENT'S current edition of "Administrative Requirements for Ecology Grants and Loans", contains the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT, and made a part of this agreement.

In Witness Whereof, the parties hereby execute this grant agreement

**Washington State
Department of Ecology**

City of Black Diamond

Gordon White
Program Manager
Shorelands and Environmental

Approved as to form by
The Assistant Attorney General

Signature, Authorized Official _____ Date _____

Print Name of Authorized Official

Title of Authorized Official

GENERAL TERMS AND CONDITIONS
**Pertaining to Grant and Loan Agreements of
the Department of Ecology**

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$300,000 or more in a year in Federal funds. The \$300,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.

3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The

failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of

Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-617, approving an Interlocal Cooperation Agreement with King County allocating Flood Control District Funds to Black Diamond's account for a future project.	Agenda Date: July 16, 2009		AB09-086
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: \$12,922 Revenue/2008 &2009	Court – Kaaren Woods		
Fund Source: Opportunity Fund			
Timeline:			
Attachments: Resolution No. 09-617, Interlocal Agreement, Cover Letter, General Information, Email			
SUMMARY STATEMENT: <p>In 2007, the King County Council, as authorized by RCW 86.15, created the Flood Control District as a quasi-municipal corporation which the King County Councilmembers govern. Ten percent of the funds collected countywide are allocated to municipalities for projects that meet the District and RCW eligibility requirements.</p> <p>Last fall staff filled out the application for the funds requesting to accrue the funds to Black Diamond's account rather than contribute to a countywide project.</p> <p>This agreement lets the County know that we want to hold onto our funds for a future project. The agreement is a great descriptor of the program and administration of these funds. The relevant paragraph for Black Diamond at this point is paragraph 5.3. The funds will not be distributed to the City until a project has been identified and submitted and approved by the board. Staff is recommending that these funds be allowed to accumulate until the City can contribute some of their own funds or provide a match to other grant funds for a larger meaningful flood control or stormwater project in four or five years.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution 09-617, authorizing the Mayor to execute an Interlocal Agreement with the King County Flood Control District for the allocation of funds to the City of Black Diamond's account.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 16, 2009			

RESOLUTION NO. 09-617

**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 KING
COUNTY FLOOD CONTROL DISTRICT.**

WHEREAS, the Opportunity Fund was established by the Flood Control District Board of Supervisors to provide jurisdictions within King County financial resources to support local flood control, stormwater control, or cooperative watershed management projects or programs; and

WHEREAS, ten percent of the Flood District's annual levy revenues are allocated to municipalities to be distributed based on proportional share of King County's total assessed valuation; and

WHEREAS, the City Council desires to accumulate funds allocated to Black Diamond for a future project;

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

Section 1. The Mayor is hereby authorized to execute the Interlocal Cooperation Agreement with the King County Flood Control District for the allocation of Opportunity Funds for a future Black Diamond project as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE KING
COUNTY FLOOD CONTROL ZONE DISTRICT
AND THE CITY OF BLACK DIAMOND FOR
OPPORTUNITY FUND PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between the CITY OF BLACK DIAMOND, a municipal corporation of the State of Washington ("City"), and the KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi municipal corporation of the State of Washington ("District") ("Parties" or when singular "Party"), and shall be effective upon execution by the Municipality and the District.

Article I. Recitals.

In April 2007, the King County Council, as authorized by chapter 86.15 RCW, created the District as a quasi-municipal corporation. The King County Council members ex officio constitute the Board of Supervisors of the District, the governing body of the District.

In Resolution FCZD 2008-15.2, the Board of Supervisors approved the District's 2009 budget and annual work program, and allocated 10 percent of the District's annual property tax revenues for a sub-regional opportunity fund to be used by King County municipalities . The Board of Supervisors further determined that eligibility of projects for opportunity funds be based on consistency with chapter 86.15 RCW; provided that expenditures under RCW 86.15.035 and RCW 39.34.190 for salmonid habitat protection be linked to the construction of a flood or stormwater project. The Board of Supervisors also allocated the opportunity funds to a municipality based on that municipality's proportional contribution to the overall King County assessed valuation, as collected.

In Resolution FCZD 2009-01.1, the Board of Supervisors included the projects and activities described in Attachment A to this Agreement in an amendment to the District's annual budget and work program for the year 2009.

The Board of Supervisors desires to have the City implement its approved opportunity fund projects and activities for the years 2008 and 2009, as well as the projects and activities that are approved for the City in subsequent District annual budgets and work programs. The City desires to implement such projects and activities, and to receive opportunity funds to finance in whole or in part such projects and activities.

The City and the District are authorized to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), and agree as follows:

Article II. Definitions.

2.1 Eligibility Criteria. The term "Eligibility Criteria" means one of the two following criteria that Projects shall meet to qualify for Opportunity Funds:

2.1.1. Under RCW 86.15.110, Opportunity Funds may be expended for either flood control improvements or stormwater control improvements that are extended, enlarged, acquired or constructed, provided that the City has developed a comprehensive plan of development for flood control or for stormwater control, respectively, and the improvement contributes to the objectives of the plan. For flood control improvements, such plan shall be submitted to and approved by the Department of Ecology. In addition, for newly constructed improvements, the City shall develop preliminary engineering studies and plans, and such plans and studies shall be filed with the District's engineer. For all projects, the City shall provide cost estimates and underlying data and shall describe the benefit provided by the improvement.

2.1.2. Pursuant to the criteria in RCW 86.15.035 and RCW 39.34.190, as modified by Resolution FCZD 2008-15.2, District funds may be expended for cooperative watershed management actions, including watershed management partnerships and other intergovernmental agreements, for the purposes of water supply, water quality, and water resource and habitat protection and management, provided that Opportunity Funds expended for salmon habitat protection shall be linked to the construction of a flood or stormwater project, and provided further that all such funds shall be used for the implementation of watershed management plans, including but not limited to the following:

- a. Watershed plans developed under chapter 90.82 RCW;
- b. Salmon recovery plans developed under chapter 77.85 RCW;
- c. Watershed management elements of comprehensive land use plans developed under the growth management act, chapter 36.70A RCW;
- d. Watershed management elements of shoreline master programs developed under the shoreline management act, chapter 90.58 RCW;
- e. Nonpoint pollution action plans developed under the Puget Sound water quality management planning authorities of chapter 90.71 RCW and chapter 400-12 WAC;
- f. Other comprehensive management plans addressing watershed health at a WRIA level or sub-WRIA basin drainage level;
- g. Coordinated water system plans under chapter 70.116 RCW and similar regional plans for water supply; and
- h. Any combination of the foregoing plans in an integrated watershed management plan.

The authority to use funds for implementation of these plans is broadly construed to include:

1. Coordination and oversight of watershed management plan implementation, including funding a watershed management partnership for this purpose;
2. Technical support, monitoring, and data collection and analysis;
3. Design, development, construction, and operation of projects included in the plan; and
4. Conducting activities and programs included as elements in the plan.

2.2 Project. The term "Project" or "Projects" means specific projects or activities that meet the Eligibility Criteria of this Agreement, are approved by the Board of Supervisors in a resolution approving the annual budget and work program, or amendment thereto, and are described in an attachment to this Agreement that is approved pursuant to this Agreement.

2.3 Opportunity Funds. The term "Opportunity Funds" means the funds made available by the Board of Supervisors to the municipalities within King County for implementation of Projects. For each of the years 2008 and 2009, these funds represent 10 percent of property tax revenues collected for each of those years, and are available to individual municipalities based on the proportional amount that municipality's assessed valuation as collected (as determined by the King County Assessor's office) bears to the entire amount of assessed valuation in all of King County (as determined by the King County Assessor's office). For the years after 2009, this term means District funds that are designated as "Opportunity Funds" by the Board of Supervisors in either a resolution approving the District's annual budget and work program or a separate resolution.

2.4 Service Provider. The term "Service Provider" means the Water and Land Resources Division of the King County Department of Natural Resources and Parks.

Article III. Duration of Agreement--Survival of Agreement.

This Agreement shall be effective upon execution by both Parties, and shall remain in effect until terminated by one or both of the Parties. Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement also may be terminated

upon mutual agreement of the Parties expressed in writing. Sections 4.2, 5.2, 5.3, 5.4, 5.5, 6.3, 6.4 and 6.5 and Article VII shall survive any termination of this Agreement.

Article IV. Conditions of Agreement.

4.1 Project Descriptions. The initial approved Projects are described in Attachment A, which is incorporated by reference. Subsequent approved Projects shall be described in new Attachments to this Agreement that are approved through the amendment process of Section 7.2.2, which Attachments shall be incorporated by reference into this Agreement.

4.2 Use of Funds. The City shall use Opportunity Funds distributed pursuant to this Agreement only for expenses related to the Projects.

Article V. Responsibilities of City.

5.1 Project Application and Description. The City may submit an application for distribution of Opportunity Funds within a period of time designated by the Service Provider and on a form approved by the Service Provider. As part of the application to receive Opportunity Funds, the City shall submit to the Service Provider the following information for each proposed Project:

5.1.1. Name of proposed project or activity;

5.1.2. Description of the flooding, stormwater, or watershed management problem to be addressed (one to two paragraphs);

5.1.3. Description of how the proposed project or activity will address the problem (one to two paragraphs);

5.1.4. Type of project or activity (e.g., feasibility study, design, construction, acquisition, programmatic activities, etc.);

5.1.5. Description of how the project or activity satisfies the “Eligibility Criteria,” as defined in this Agreement;

5.1.6. Identification of the plan (flood control, stormwater control, or watershed management) that includes the Project;

5.1.7. Product/deliverable and, for constructed Projects, design plans or studies; and

5.1.8. Schedule, milestones, costs and budget for each Project, consistent with the requirements of this Agreement.

The schedule for a Project shall provide for the expenditure of Opportunity Funds within two years after the commencement date of the Project. The City shall submit a request for distribution of Opportunity Funds after an actual expenditure is incurred for the Project, provided that the City may request distribution of up to 10 percent of Opportunity Funds for a Project upon approval of a Project by the Board of Supervisors. After approval of the Project by the Board of Supervisors, the application form, as approved by the Board of Supervisors, shall become an attachment to this Agreement through the amendment process in Section 7.2.2.

5.2 City Obligations for Projects. The City shall implement the Project as described and provided for in the approved attachment to this Agreement. Upon receipt, the City shall deposit Opportunity Funds in a separate account, which shall accrue interest at the rate earned by the City on its investments. To request a distribution of Opportunity Funds, the City shall submit to the Service Provider such information and proof of expenditure as requested by the Service Provider.

5.3. Projects Seeking Opportunity Funds Beyond Current Appropriation Year.

The City may request distribution of Opportunity Funds beyond the appropriation year for the District's budget and annual work program, provided that District approval of such distribution of Opportunity Funds shall not be construed as nor constitute a District obligation or commitment to appropriate Opportunity Funds for the Project beyond the approved appropriation year. The District shall have no obligation to provide Opportunity Funds beyond the appropriation year for the District's budget and annual work program, provided that the District shall distribute to the City after such appropriation year any Opportunity Funds that were allocated to the City in such appropriation year and in previous years and that have not been distributed to the City.

5.4 Reporting.

5.4.1. Until the Project is completed or all Opportunity Funds for a Project have been spent, the City shall provide semi-annually to the Service Provider brief written reports describing the progress on and status of the Project and any other relevant information that the Service Provider may request to determine compliance with this Agreement.

5.4.2. Upon completion of a Project, or upon expenditure of all of the Opportunity Funds for the Project, whichever occurs first, the City shall submit a final report to the Service Provider within 90 days of such completion or expenditure. The final report shall contain a summary of all Project expenditures, copies of invoices if requested by the Service Provider, a description of the Project status and accomplishments, and other relevant information requested by the Service Provider to verify compliance with this Agreement. The final report also shall contain a certification that all Opportunity Funds

provided to the City were expended solely on the Project in accordance with this Agreement and the Project approval. If a Project is not completed prior to termination of this Agreement, a report as described in this Section shall be provided to the Service Provider within 90 days of such termination. All records relating to a Project shall be retained by the City for a minimum of seven years, unless required by law to be retained for a longer period, in which case the longer period shall apply.

5.5 City obligations upon Project completion or termination. As consideration for receipt Opportunity Funds to implement the Project, the City agrees that:

5.5.1. If the Project involves developing a report or study, undertaking a study or collecting data, or producing written or electronic materials of any kind, copies of all such materials shall be provided upon request to the District or the Service Provider; and

5.5.2. If the Project involves the acquisition, extension, enlargement, or construction of a physical improvement, the City shall take ownership of, and shall be obligated to operate, maintain, and repair such improvement for the ordinary expected useful life of such improvement.

5.5.3 If the City terminates a Project, and the City has not expended all of the Opportunity Funds paid in advance pursuant to Section 6.3, the City shall return to the Service Provider the remaining Opportunity Funds within 60 days of the close of the calendar year in which the Project was terminated. Such returned Opportunity Funds shall be credited to the City's Opportunity Fund account, and may be used on future approved Projects, provided that if the Board of Supervisors has terminated the Opportunity Fund program at that time, the returned Opportunity Funds may be used by the District for District projects and activities.

Article VI. Responsibilities of District.

6.1 Upon timely submission of a Project application by the City, the Service Provider will review the application, provide reasonable and appropriate feedback, and consider including the Project as an element of the District's annual budget and work program.

6.2 If the Board of Supervisors approves the Project application by including the Project in the District's annual budget and work program, or an amendment thereto, the Service Provider shall attach a copy of the Project application as approved to this Agreement and it shall become a part hereof.

6.3 The District, through the Service Provider, shall distribute Opportunity Funds, up to the remaining amount of the City's total Opportunity Fund allocation, after City expenditure of funds for a Project as set forth in the approved schedule for the Project, provided that upon request of the City, the District shall pay up to 10 percent of the total Opportunity Funds allocated for a Project upon approval of an attachment to this Agreement. The Service Provider shall pay the Opportunity Funds after confirming that the expenditures have been made consistent with the Project approval and schedule.

6.4 The District assumes no obligation for future support of Projects meeting the Eligibility Criteria except as expressly set forth in this Agreement.

6.5 The District shall have no obligation to provide Opportunity Funds beyond the appropriation year for the District's budget and annual work program, provided that the District shall distribute to the City after such appropriation year any Opportunity Funds that were allocated to the City in such appropriation year and in previous years and that have not been distributed to the City.

Article VII. Other Provisions.

7.1 Hold Harmless and Indemnification.

7.1.1. The District assumes no responsibility for the direct payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this Agreement. The City shall protect, indemnify and save harmless the District, its officers, agents, employees and the Service Provider from any and all claims, cost and whatsoever occurring or resulting from (1) the City's failure to pay any compensation, fees, wages, benefits or taxes, and (2) the supplying to the City of works services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

7.1.2. The City further agrees that it is financially responsible for and will repay the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts by the City, its officers, employees, agents or representatives.

7.1.3. The City shall protect, indemnify and save harmless the District from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents in connection with the implementation of the terms of this Agreement and/or implementation of the Projects. For purpose of this Agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington Statute Chapter 51 to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

7.2 Amendment.

7.2.1. This Agreement may be modified by written instrument approved by the City Council and the District Board of Supervisors and signed by the Parties.

7.2.2. This Agreement also may be modified by additional attachment for Projects subsequently approved by the Board of Supervisors. After approval of a Project in the District's annual budget and work program, or amendment thereto, the Project application as approved shall become an attachment to this Agreement and shall constitute an amendment to this Agreement without further action by either Party.

7.3 Contract Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

7.4 No Third Party Rights. Nothing in this Agreement 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.

7.5. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this Agreement.

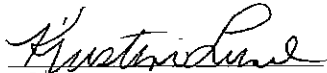
IN WITNESS WHEREOF, authorized representatives of the parties hereto have
signed their names in the spaces put forth below:

By _____
Mayor (or City Manager or Executive)
Date: _____

Approved as to form:

Municipal Attorney

KING COUNTY FLOOD CONTROL
ZONE DISTRICT


Executive Director
Date: 4/20/09

Acting under the authority of
Resolution FCO 2008-16.1

ATTACHMENT A



King County Water and Land Resources Division
River and Floodplain Management



King County

Sub-Regional Opportunity Fund Project Application

Application Due Date: December 8, 2008

Jurisdiction: City of Black Diamond

- 1) Do you wish to forego the receipt of your Opportunity Fund allocation this year, allowing it to accrue for a future year? ☒ Yes ☐ No
- 2) Would you prefer to apply your Opportunity Funds toward an existing project on the District's 6-year CIP? ☐ Yes ☒ No If Yes, please provide the name of the project:

If you said Yes to either (1) or (2) above, you do not need to complete the remainder of this form.

3) Proposed project or activity name and location:

4) Description of the flooding, stormwater, or linked watershed management problem that this project or activity will address (1500 character maximum):

5) Description of how the proposed activity will address the problem outlined in number 4 (1500 character maximum):

- 6) Type of Activity:
- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Feasibility Study | <input type="checkbox"/> Project Design | <input type="checkbox"/> Project Construction | <input type="checkbox"/> Property Acquisition |
| <input type="checkbox"/> Programmatic – identify: | | | |
| <input type="checkbox"/> Other – identify: | | | |

7) Describe how the proposed project or activity satisfies the eligibility criteria for at least one of the three categories listed in Section III of the attached document (1500 character maximum):

8) Identify the management plan (i.e. flood control, stormwater control, or watershed management) within which implementation of the project or activity is an element or is recommended:

9) Identify deliverables and any relevant design plans or studies (for construction projects):

10) Identify a timeline for this project from inception to completion. List any relevant milestones, and provide an estimate of project costs and budget:

For Informational Purposes Only: We wish to inform the Flood Control District Board of Supervisors on how Opportunity Funds leverage other resources, and we appreciate any information you are willing to provide in this regard. If you plan to partner with other jurisdictions to conduct a project or otherwise intend to use your Opportunity Fund allocation to leverage grant funds or other surface water management funds, please provide us with this information (1200 character limit):

For Internal Use Only

Authorized Signature

☐ Project Eligible and Accepted

☐ Project Ineligible



KING COUNTY
FLOOD CONTROL
DISTRICT



King County



Photo by Kristin Standiford via West Seattle Blog

King County Flood Control District Sub-Regional Opportunity Fund

2008-2009 Application Packet



King County Flood Control District Sub-Regional Opportunity Fund Application Packet

I. Overview / Introduction

The King County Flood Control District (Flood District) was created by the King County Council in April 2007, and as part of this action a 15-member Advisory Committee of elected officials was created to provide policy advice and recommendations on the Flood District's work program and budget. In a subsequent resolution that approved the Flood District's 2008 budget and annual work program, the Board of Supervisors also authorized a property tax levy of ten cents per one thousand dollars of assessed valuation to fund the Flood District's budget and work program. The Board of Supervisors earmarked 10% of the Flood District's revenues for a Sub-Regional Opportunity Fund and directed the Advisory Committee to develop a definition for sub-regional projects and provide a recommendation to the Board of Supervisors on how to allocate and distribute sub-regional funds.

As a first step in response to this directive, the Basin Technical Committees ("BTCs"), composed of technical and public works officials from jurisdictions within King County who provide technical input to the Advisory Committee, considered various options for the allocation and potential uses of the opportunity funds. The BTCs recommended to the Advisory Committee that the opportunity funds be made available to jurisdictions throughout the Flood District on a pro-rata basis, based on assessed valuation, and that such funds be used for projects that fit within the Flood District's statutory authorization as provided for in Chapter 86.15 RCW. In its two meetings in May 2008, the Advisory Committee took up and considered the recommendations of the BTCs and agreed to further recommend them to the Flood District's Board of Supervisors. The recommendations to the Board of Supervisors were as follows:

- **Allocation:** Funds should be distributed to each jurisdiction proportional to assessed valuation (AV). In effect, one cent of the 10 cents collected per \$1,000 AV is allocated to each jurisdiction for an eligible project or activity.
- **Eligible Activities:** Opportunity funds should be used for any project or activity that is consistent with the statutory authorization of Chapter 86.15 RCW, the statute under which the Flood District operates. This can include flood control and stormwater improvements, as well as watershed management activities such as habitat conservation. See below for eligibility criteria, as modified by the Board of Supervisors.

II. Opportunity Fund Allocation

As noted above, the Opportunity Fund is 10% of the Flood District's annual revenue. Based on projections from King County's Office of Management and Budget, the Opportunity Fund is \$3,360,700 in 2008 and will be approximately \$3,474,600 in 2009. Table 1 at the end of this document shows the allocation of these funds amongst the 40 jurisdictions in King County, based on 2008 assessed values and annexations effective April 2008. The attached document summarizes the proposed proportional allocation and the funding levels available for projects and activities by each jurisdiction for 2008 and 2009.

III. Criteria for Eligible Projects and Activities

Consistent with the authority granted in state statute, Flood Control District Resolution 2008-10.2 established the criteria for eligible projects and activities under the Sub-Regional Opportunity Fund. In short, the Sub-Regional Opportunity Fund can be expended for flood control, stormwater control, and cooperative watershed management projects. Watershed management projects, in order to be eligible, must be linked to the construction of a flood or stormwater project. The authority to expend Flood District funds for flood control and stormwater control is provided in RCW 86.15.110, and RCW 86.15.035 adds the watershed management category, which is linked to RCW 39.34.190. An explanation of each of the eligible categories follows:

1. Flood control improvements may be extended, enlarged, acquired or constructed, provided a comprehensive plan of development for flood control has been developed and the improvement contributes to the objectives of that plan and the plan has been submitted to and approved by the Department of Ecology. See RCW 86.15.110 (1) and (2).*
2. Stormwater control improvements may be extended, enlarged, acquired or constructed, provided a comprehensive plan for stormwater control has been prepared for the area and the improvement is consistent with the stormwater plan. See RCW 86.15.110 (1) and (2).*
3. Watershed management projects identified in watershed management partnerships or other intergovernmental agreements for the purposes of water supply, water quality, and water resource and habitat protection and management. See RCW 86.15.035. The Board of Supervisors has directed that projects in this category must demonstrate a 'link' to flooding or stormwater projects. This third category ties into RCW 39.34.190 - .200, and under these statutory provisions, up to 10% of Flood District revenues (the equivalent of the amount of the Opportunity Funds) may be used for the implementation of watershed management plans, including, but not limited to, the following:
 - a. Watershed plans developed under chapter 90.82 RCW;
 - b. Salmon recovery plans developed under chapter 77.85 RCW;
 - c. Watershed management elements of comprehensive land use plans developed under the Growth Management Act, chapter 36.70A RCW;

- d. Watershed management elements of shoreline master programs developed under the Shoreline Management Act, chapter 90.58 RCW;
- e. Nonpoint pollution action plans developed under the Puget Sound water quality management planning authorities of chapter 90.71 RCW and chapter 400-12 WAC;
- f. Other comprehensive management plans addressing watershed health at a WRIA level or sub-WRIA basin level;
- g. Coordinated water system plans under chapter 70.116 RCW and similar regional plans for water supply; and
- h. Any combination of the foregoing plans in an integrated watershed management plan.

* In categories (1) and (2) above, construction improvements require the development of preliminary engineering studies and plans, and such studies and plans must be on file with the Flood District's engineer. For all projects, cost estimates and underlying data must be provided, and the benefit provided by the improvement must be described. See 86.15.110 (3), (4) and (5).

IV. Use of Opportunity Funds in your Jurisdiction and Approval Process

It is the intent of King County staff—working on behalf of the King County Flood Control District—to balance the desire for a streamlined and efficient process in the allocation of funds with the need for accountability in the expenditure of Flood District funds. Upon timely submittal of an application (described below) by each of the jurisdictions, staff will review the application to ensure that it is complete and fits within the eligibility criteria. Staff will subsequently combine all such projects into a single list that will be presented to the Board of Supervisors for approval as part of, or possibly an amendment to, the Flood District's annual work program and budget. Upon approval by the Board of Supervisors, the opportunity fund project list will serve as the basis for each jurisdiction entering into an interlocal agreement with the Flood District, covering the first year's project(s), which will identify through an attachment the project that the jurisdiction will complete as part of the Flood District's annual work program. The interlocal agreement will provide that the Flood District will grant the funds for the project in consideration of the jurisdiction's agreeing to construct the project and take over operation, ownership, maintenance and repair obligations for the project.

The Flood District shall make funds available to the jurisdiction within 30 days of the receipt of the request, in an amount not to exceed the maximum amount provided for in the project application. Jurisdictions are required to provide the Flood District with semiannual progress reports updating the status of projects, as well as a final report, which shall be provided within 90 days of project completion.

For each year after the initial year in which the interlocal agreement is executed, the jurisdictions will submit a proposed project or projects to King County. The projects will be combined into a single list, which will become part of the proposed annual work program and budget for the Board of Supervisors to consider. Upon approval of the annual budget and work program, the Board of Supervisors will attach a description of that year's project to the Board of Supervisors/jurisdiction's initial interlocal agreement as

an amendment. Once the initial interlocal agreement is signed, the submittal of an acceptable application by a jurisdiction and approval of that application by the Board of Supervisors through their approval of the annual work program and budget will create and constitute an approved amendment to the interlocal agreement.

V. Options for Leveraging Opportunity Fund Dollars

For some jurisdictions, the funding provided through the Sub-Regional Opportunity Fund may provide only a portion of the funding necessary to complete an eligible project. In cases such as this, a jurisdiction has the option of accumulating funds over more than one year, allocating opportunity funds to an existing project on the Flood District's 6-year CIP list, or using the money awarded through the opportunity fund as a match for either multi-jurisdictional projects or for grant opportunities pursued independent of other jurisdictions.

Multi-Jurisdictional Projects

Several options may exist for King County jurisdictions, especially smaller jurisdictions that share either geographic similarities or common water resource problems, to pool opportunity fund dollars. Doing so offers jurisdictions the opportunity to accomplish a larger scale project than they may be capable of if operating independently. For example, lakefront jurisdictions may consider combining funds to pursue a common objective, such as reducing the amount of stormwater runoff into urban lakes. As many flooding and drainage problems cross jurisdictional boundaries, we encourage jurisdictions to consider partnering to address shared stormwater and drainage problems.

Grant Matching Opportunities

A second option available for jurisdictions seeking ways to stretch their opportunity fund allocation is to use the Sub-Regional Opportunity Fund as a match for grant opportunities that fund projects falling within the criteria for eligible projects. As outlined above in Section III, eligible categories of activities include flood control, stormwater control, and watershed management. Given the rather broad scope of these categories, jurisdictions may find numerous grants available that provide an opportunity for partially funding an eligible project or activity. The following list provides examples of grants that may provide such an opportunity, as well as web links to these grants:

- Aquatic Lands Enhancement Account - <http://www.rco.wa.gov/rcfb/grants/alea.htm>
- Community Salmon Fund - <http://www.nfwf.org/csf/srfb>
- Department of Ecology Water Quality Grants - <http://www.ecy.wa.gov/pubs/0810013.pdf>
- General Purpose Community Development Block Grant - <http://www.cted.wa.gov/site/944/default.aspx>
- King Conservation District - http://www.kingcd.org/pro_gra.htm
- WaterWorks - <http://dnr.metrokc.gov/wlr/PI/grant-exchange/waterworks.htm>
- Wild Places in City Spaces - <http://dnr.metrokc.gov/wlr/PI/grant-exchange/wildplaces.htm>

VI. Application Procedure and Instructions

In order to allocate Flood District funds via the 2009 budget process, we ask that each jurisdiction fill out the attached 2-page application form and return it by no later than **December 8, 2008**.

The application form is intended to be simple and straightforward and asks for basic project information. We prefer that your responses are submitted electronically using the attached form, and we ask that you please limit your responses to the space provided for each question. Also, we encourage you to contact us to discuss project ideas prior to submitting your application. Should you have interest in discussing possible projects or if you have other questions or concerns about this application, please contact Jason Wilkinson at 206.263.0488 or Jason.Wilkinson@kingcounty.gov.

Table 1: Opportunity Fund Allocation

Jurisdiction	Percent of Total County Taxable Value	2008 Est. Opportunity Fund	2009 Est. Opportunity Fund	Combined 2008 & 2009 Opportunity Fund
Algona	0.1528%	\$ 5,135	\$ 5,309	\$ 10,444
Auburn	2.0363%	\$ 68,433	\$ 70,753	\$ 139,186
Beaux Arts	0.0395%	\$ 1,328	\$ 1,373	\$ 2,700
Bellevue	8.8558%	\$ 297,616	\$ 307,703	\$ 605,318
Black Diamond	0.1891%	\$ 6,353	\$ 6,569	\$ 12,922
Bothell	0.7930%	\$ 26,649	\$ 27,552	\$ 54,201
Burien	1.2187%	\$ 40,958	\$ 42,346	\$ 83,303
Carnation	0.0666%	\$ 2,238	\$ 2,314	\$ 4,551
Clyde Hill	0.5326%	\$ 17,899	\$ 18,505	\$ 36,404
Covington	0.6065%	\$ 20,383	\$ 21,074	\$ 41,458
Des Moines	0.8536%	\$ 28,688	\$ 29,661	\$ 58,349
Duvall	0.2609%	\$ 8,770	\$ 9,067	\$ 17,836
Enumclaw	0.3286%	\$ 11,044	\$ 11,419	\$ 22,463
Federal Way	2.6621%	\$ 89,465	\$ 92,497	\$ 181,962
Hunts Point	0.2543%	\$ 8,547	\$ 8,837	\$ 17,385
Issaquah	1.5577%	\$ 52,349	\$ 54,123	\$ 106,473
Kenmore	0.8850%	\$ 29,741	\$ 30,749	\$ 60,490
Kent	3.1048%	\$ 104,344	\$ 107,880	\$ 212,224
King County	15.9487%	\$ 535,988	\$ 554,154	\$ 1,090,142
Kirkland	2.9329%	\$ 98,566	\$ 101,907	\$ 200,473
Lake Forest Park	0.6957%	\$ 23,379	\$ 24,172	\$ 47,551
Maple Valley	0.7257%	\$ 24,388	\$ 25,214	\$ 49,602
Medina	0.8853%	\$ 29,754	\$ 30,762	\$ 60,516
Mercer Island	2.8452%	\$ 95,619	\$ 98,860	\$ 194,479
Milton	0.0264%	\$ 886	\$ 916	\$ 1,803
Newcastle	0.6401%	\$ 21,513	\$ 22,242	\$ 43,755
Normandy Park	0.4290%	\$ 14,417	\$ 14,905	\$ 29,322
North Bend	0.2277%	\$ 7,651	\$ 7,910	\$ 15,561
Pacific	0.1469%	\$ 4,937	\$ 5,104	\$ 10,040
Redmond	3.4622%	\$ 116,355	\$ 120,299	\$ 236,654
Renton	3.1429%	\$ 105,622	\$ 109,202	\$ 214,824
Sammamish	2.7701%	\$ 93,094	\$ 96,249	\$ 189,343
SeaTac	1.3038%	\$ 43,818	\$ 45,303	\$ 89,120
Seattle	34.3826%	\$ 1,155,495	\$ 1,194,656	\$ 2,350,151
Shoreline	2.2660%	\$ 76,154	\$ 78,735	\$ 154,890
Skykomish	0.0073%	\$ 246	\$ 254	\$ 500
Snoqualmie	0.4788%	\$ 16,092	\$ 16,637	\$ 32,729
Tukwila	1.2848%	\$ 43,180	\$ 44,643	\$ 87,823
Woodinville	0.7454%	\$ 25,050	\$ 25,899	\$ 50,949
Yarrow Point	0.2546%	\$ 8,556	\$ 8,846	\$ 17,403
Total	1.00	\$ 3,360,700	\$ 3,474,600	\$ 6,835,300

Source: 2008 Assessors Data, KC DNRP GIS



King County

Water and Land Resources Division

Department of Natural Resources and Parks

King Street Center

201 South Jackson Street, Suite 600

Seattle, WA 98104-3855

206-296-6519 Fax 206-296-0192

TTY Relay: 711

April 23, 2009

Seth Boettcher
City of Black Diamond Public Works
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

RE: Sub-Regional Opportunity Fund Interlocal Cooperation Agreement

Dear Mr. Boettcher:

Enclosed in this package is an Interlocal Cooperation Agreement between the City of Black Diamond and the King County Flood Control District governing the administration of the Flood District's Sub-Regional Opportunity Fund (Opportunity Fund).

The Opportunity Fund was established by the Flood Control District Board of Supervisors to provide jurisdictions within King County financial resources to support local flood control, stormwater control, or cooperative watershed management projects or programs. Ten percent of the Flood District's annual levy revenues are allocated to this fund, and funds are distributed based on municipalities' proportional share of King County's total assessed valuation.

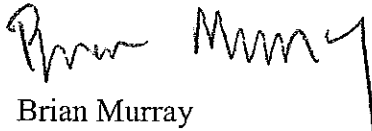
Your project proposal for 2008-9 funding is attached to the enclosed agreement as Attachment A. In subsequent years, eligible Opportunity Fund project applications will be attached to this agreement following project approval by the Flood District Board of Supervisors; thus, the agreement provides the terms for present and future Opportunity Fund projects.

The Interlocal Cooperation Agreement authorizes the disbursement of 2008 and 2009 opportunity funds to your jurisdiction. Upon execution of the agreement, the Flood District will distribute ten percent of your total 2008 and 2009 allocation, with the remainder of funds distributed on a reimbursement basis. Please note that signatures are required of *both parties* in order for the agreement to take effect, so we ask that you sign and return the agreement as soon as possible so that we may issue funds appropriately. If your jurisdiction chose to accrue 2008-9 funds until 2010, we ask that you return the signed ILA at this time.

Seth Boettcher
April 23, 2009
Page 2

Thank you for your quick attention to this matter. Should you have questions, please do not hesitate to call.

Kind regards,

A handwritten signature in black ink, appearing to read "Brian Murray". The signature is fluid and cursive, with the first name "Brian" and last name "Murray" clearly distinguishable.

Brian Murray
Supervisor, Countywide Policy and Planning Unit
River and Floodplain Management Section

Enclosure

Seth Boettcher

From: Wilkinson, Jason [Jason.Wilkinson@kingcounty.gov]
Sent: Thursday, May 14, 2009 10:44 AM
To: Seth Boettcher
Subject: RE: opportunity funds

Hi Seth –

The '08/'09 combined allocation for Black Diamond is \$12,922; you elected to accrue this amount for future distribution.

While annual funding for the Opportunity Fund is expected to continue, the Flood District Board of Supervisors does have the ability to end the program if they wish. The likelihood of such an action is uncertain.

Thanks,
Jason

From: Seth Boettcher [mailto:SBoettcher@ci.blackdiamond.wa.us]
Sent: Wednesday, May 13, 2009 5:03 PM
To: Wilkinson, Jason
Subject: opportunity funds

Jason:

How much money does the City of Black Diamond have accumulated in this program? Is the annual funding level expected to continue?

I am taking the agreement through our council and I want to be able to answer this question.

5/14/2009

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-618, authorizing the Mayor to award a construction contract to Johansen Excavating for the In City Forest Water Transmission Main Replacement Project for \$109,933.07	Agenda Date: July 16, 2009		AB09-087
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
Cost Impact: \$109,933.07	Police –		
Fund Source: \$240,00 congressional grant	Court – Kaaren Woods		
Timeline: Project to be completed in August			
Attachments: Resolution No. 09-618, recommendation to award, bid and contract form, bid tabulation, letters and emails dealing with bid irregularity, bidder qualifications			
SUMMARY STATEMENT: Johansen Excavating was the lowest bidder and their references have been checked out on previous public work projects. Project budget information: Funding \$240,000 available through the grant Less \$1000 sensitive area permitting Less \$38,850 surveying, design and bid and construction coordination services Less \$28,025 Parametrix addendum #1 for pre-con meeting, two weekly meetings, inspection, materials acceptance, handle one change order, requests for information, progress payment review, project management, prepare punch list Less \$5000 miscellaneous expenses Less \$5000 construction contingency Balance available for Construction \$162,125			
The project is on a tight time frame for completion by August 17. If additional work is added, we could extend the time to complete to no later than August 28 th and still get billings in to Housing and Urban Development in time before the funds expire. We will evaluate the possibility of adding additional piping based on progress of the work and the ability to complete the project in time.			
COMMITTEE REVIEW AND RECOMMENDATION: Committee reviewed 7-9-09			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-618, authorizing the Mayor to execute a contract with Johansen Excavating for construction of the In City Forest Water Transmission Main Project.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009			

RESOLUTION NO. 09-618

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC
WORKS CONTRACT WITH JOHANSEN EXCAVATING
FOR THE IN CITY FOREST WATER TRANSMISSION MAIN
REPLACEMENT PROJECT**

WHEREAS, the six-inch asbestos water transmission main across the In City Forest is too small and has reached its useful life; and

WHEREAS, the City received a \$240,000 Congressional grant that will expire on September 30th, 2009; and

WHEREAS, this project is listed as W-2 on the City's Capital Improvement Program; and

WHEREAS, the project was publicly advertised and bids received on August 6th; and

WHEREAS, Johansen Excavating was the low bidder; and

WHEREAS, staff is recommending award of the In City Forest Water Transmission Main Replacement Project bid to Johansen Excavating.

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

Section 1. The Mayor is authorized to execute the attached contract with Johansen Excavating in estimated amount of \$109,933.07 on a unit price bid including tax for the In City Forest Water Transmission Main Replacement Project as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

EXHIBIT K – AGREEMENT

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

Name of Project: In City Forest Water Transmission Main Replacement Project
(HUD No. B02SPWA0750)

Principal Contractor: _____

PUBLIC WORKS CONTRACT

- I. Name of Project.** This Contract is for a public works project known generally as the **In City Forest Water Transmission Main Replacement Project** (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, WA 98010
 Contact: Public Works Director
 Phone: (253) 886-2560
 Fax: (360) 886-2592

CONTRACTOR:

 Tax I.D. No. _____
 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”~~) this Project Manual or herein 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." Division 1, Section 1-07.18.
- 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".~~ Schedule of Prices (pages BP-13 and BP-14).



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: _____
Print Name: _____
Title: _____
Date _____

By: _____
Title: _____
Date: _____

NOTE: MUST BE SIGNED AND DATED BY ALL PARTIES

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

EXHIBIT A – PROPOSAL DOCUMENTS

PROPOSAL

Contractor's Name: _____

Contractor's State License Number: _____

To the Mayor and City Council
City of Black Diamond, Washington

The undersigned (Bidder) hereby certifies that he personally examined the location and construction details of the work outlined in the Contract Documents for the City of Black Diamond (Owner) project titled **In City Forest Water Transmission Main Project (HUD No. B02SPWA0750)**.

The Bidder agrees to accept as payment for said work the schedule of prices as set forth in the proposal below. This proposal is submitted with the understanding that: the prices are balanced; the unit, extended unit or lump sum price for each item includes all costs for labor, materials, tools, equipment, overhead, profit; the item quantities herein are approximate and intended only to indicate the general character of the work and for comparing proposals; item quantities may be increased, decreased, or deleted at the City's sole discretion; and final payment will be based upon the actual quantities of work performed in accordance with the contract requirements.

As evidence of good faith, *check one* () bid bond, () cash, () cashier's check, () certified check, or () postal money order made payable to the City of Black Diamond equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

Bidder shall attain Physical Completion of all Work in all respects by August 17, 2009. If the work is not completed by this date, Bidder shall pay liquidated damages to Owner as specified for every working day work is not Physically Complete after the expiration date of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

SCHEDULE OF PRICES
IN CITY FOREST WATER TRANSMISSION MAIN REPLACEMENT PROJECT
HUD NO. B02SPWA0750

ITEM NO.	EST. QUANTITY	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
PREPARATION				
1.	EQ ADJ	Minor Change <u>Three Thousand Dollars and 00/100</u> (Words) (Section 1-04) Per Equity Adjustment	EQ ADJ	\$3,000
2.	LS	Property Restoration <u>Two Thousand Eight Hundred Dollars 00/100</u> (Words) (Section 1-07) Per Lump Sum	L.S.	<u>\$2800.00</u>
3.	LS	Mobilization <u>Eight Thousand Dollars 00/100</u> (Words) (Section 1-09) Per Lump Sum	L.S.	<u>\$8000.00</u>
4.	LS	Project Temporary Traffic Control <u>Eight Hundred Fifty Dollars 00/100</u> (Words) (Section 1-10) Per Lump Sum	L.S.	<u>\$850.00</u>
5.	3 EA	Plug and Abandon Existing 6 In. Diam. Water Main <u>Two Hundred Seventy Five Dollars 00/100</u> (Words) (Section 2-02) Per Each	<u>\$275.00</u>	<u>\$825.00</u>
6.	LS	Shoring or Extra Excavation Class B <u>One Thousand Two Hundred Dollars 00/100</u> (Words) (Section 2-09) Per Lump Sum	L.S.	<u>\$1200.00</u>
7.	185 Tons	Shoulder Ballast <u>Forty Seven Dollars 50/100</u> (Words) (Section 4-04) Per Ton	<u>\$47.50</u>	<u>\$8787.50</u>
8.	460 Tons	Bedding Material <u>Eight Dollars 00/100</u> (Words) (Section 7-08) Per Ton	<u>\$8.00</u>	<u>\$3680.00</u>
9.	150 Tons	Trench Backfill <u>Sixteen Dollars 50/100</u> (Words) (Section 7-08) Per Ton	<u>\$16.50</u>	<u>\$2475.00</u>
10.	5 CY	Extra Excavation <u>Six Dollars 50/100</u> (Words) (Section 7-08) Per Cubic Yard	<u>\$6.50</u>	<u>\$32.50</u>
11.	10 Tons	Foundation Material <u>Sixteen Dollars 75/100</u> (Words) (Section 7-08) Per Ton	<u>\$16.75</u>	<u>\$167.50</u>

ITEM NO.	EST. QUANTITY	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
12.	1,000 LF	DI Pipe for Water Main 12 In. Diam. <u>\$ Fifty Six Dollars $\frac{50}{100}$</u> (Words) (Section 7-09) Per Linear Foot	<u>\$ 56.50</u>	<u>\$ 56,500.00</u>
13.	5 LF	DI Pipe for Water Main 8 In. Diam. <u>\$ One Hundred Ten Dollars $\frac{00}{100}$</u> (Words) (Section 7-09) Per Linear Foot	<u>\$ 110.00</u>	<u>\$ 550.00</u>
14.	3 EA	Gate Valve 12 In. <u>\$ Two Thousand Two Hundred Dollars $\frac{00}{100}$</u> (Words) (Section 7-12) Per Each	<u>\$ 2200.00</u>	<u>\$ 6600.00</u>
15.	1 EA	Gate Valve 8 In. <u>\$ One Thousand Two Hundred Dollars $\frac{00}{100}$</u> (Words) (Section 7-12) Per Each	<u>\$ 1200.00</u>	<u>\$ 1200.00</u>
16.	1 EA	Blowoff Assembly <u>\$ One Thousand Five Hundred Fifty Dollars $\frac{00}{100}$</u> (Words) (Section 7-12) Per Each	<u>\$ 1550.00</u>	<u>\$ 1550.00</u>
17.	1 EA	1 In. Air and Vacuum Release Valve Assembly <u>\$ One Thousand Four Hundred Fifty Dollars $\frac{00}{100}$</u> (Words) (Section 7-12) Per Each	<u>\$ 1450.00</u>	<u>\$ 1450.00</u>
18.	120 SY	Erosion Control Blanket <u>\$ Thirteen Dollars $\frac{00}{100}$</u> (Words) (Section 8-01) Per Square Yard	<u>\$ 13.00</u>	<u>\$ 1560.00</u>
SUBTOTAL:			<u>\$ 101,227.50</u>	
Washington State Sales Tax (8.6%):			<u>\$ 8,705.57</u>	
TOTAL PROJECT COST:			<u>\$ 109,933.07</u>	

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 (6 / 26 / 2009 date of receipt)

☐ Addendum # (/ / 200 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 = \$900 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

LIBERTY Mutual (name) of

1001 4TH AVE SEATTLE, WA (address)

Bidder: JORGENSEN EXCAVATING, INC

Signature of Authorized Official: 

Printed Name & Title: Jacob Cimmer Vice President

Address: P.O. Box 674 Buckley, WA 98321

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

State of Incorporation: Washington

Phone Number: 360-829-6493

Date: 7-7-09

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

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

[illegible]

City of Black Diamond
In City Forest Water Transmission Main Replacement
Schedule of Prices

ITEM NO.	SPEC. #	DESCRIPTION OF ITEM	UNIT	Est Quant.	ENGINEER'S ESTIMATE		Johansen Excavating		Phoenix Corporation		BC Bremmeyer LLC		Nordic Construction	
					UNIT PRICE	TOTAL	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
1	1-04	Minor Change	Eq. Adj.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	1-07	Property Restoration	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 1,500.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
3	1-09	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00	\$ 18,000.00	\$ 3,500.00	\$ 3,500.00
4	1-10	Project Temporary Traffic Control Devices	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 525.00	\$ 525.00	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00
5	2-02	Plug and Abandon Existing 6 in. Diam. Water Main	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 275.00	\$ 825.00	\$ 925.00	\$ 2,775.00	\$ 1,000.00	\$ 3,000.00	\$ 400.00	\$ 1,200.00
6	2-09	Shoring or Extra Excavation, Class B	LS	1	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 3,150.00	\$ 3,150.00	\$ 2,185.00	\$ 2,185.00	\$ 2,000.00	\$ 2,000.00
7	4-04	Shoulder Ballast	TN	185	\$ 40.00	\$ 7,400.00	\$ 47.50	\$ 8,787.50	\$ 12.39	\$ 2,292.15	\$ 20.00	\$ 3,700.00	\$ 22.00	\$ 4,070.00
8	7-08	Bedding Material	TN	460	\$ 20.00	\$ 9,200.00	\$ 8.00	\$ 3,680.00	\$ 10.29	\$ 4,733.40	\$ 15.00	\$ 6,900.00	\$ 16.00	\$ 7,360.00
9	7-08	Trench Backfill	TN	150	\$ 25.00	\$ 3,750.00	\$ 16.50	\$ 2,475.00	\$ 7.14	\$ 1,071.00	\$ 10.00	\$ 1,500.00	\$ 10.00	\$ 1,500.00
10	7-08	Extra Excavation	CY	5	\$ 30.00	\$ 150.00	\$ 6.50	\$ 32.50	\$ 42.74	\$ 213.70	\$ 20.00	\$ 100.00	\$ 30.00	\$ 150.00
11	7-08	Foundation Material	TN	10	\$ 30.00	\$ 300.00	\$ 16.75	\$ 167.50	\$ 36.62	\$ 366.20	\$ 20.00	\$ 200.00	\$ 20.00	\$ 200.00
12	7-09	DI Pipe for Water Main 12 in. Diam.	LF	1,000	\$ 95.00	\$ 95,000.00	\$ 56.50	\$ 56,500.00	\$ 94.05	\$ 94,050.00	\$ 50.00	\$ 50,000.00	\$ 80.00	\$ 80,000.00
13	7-09	DI Pipe for Water Main 8 in. Diam.	LF	5	\$ 150.00	\$ 750.00	\$ 110.00	\$ 550.00	\$ 78.40	\$ 392.00	\$ 40.00	\$ 200.00	\$ 500.00	\$ 2,500.00
14	7-12	Gate Valve 12 in.	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,200.00	\$ 6,600.00	\$ 1,847.00	\$ 5,541.00	\$ 2,000.00	\$ 6,000.00	\$ 2,200.00	\$ 6,600.00
15	7-12	Gate Valve 8 in.	EA	1	\$ 900.00	\$ 900.00	\$ 1,200.00	\$ 1,200.00	\$ 992.60	\$ 992.60	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
16	7-12	Blowoff Assembly	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,550.00	\$ 1,550.00	\$ 847.00	\$ 847.00	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00
17	7-12	1 in. Air and Vacuum release Valve Assembly	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 1,450.00	\$ 1,450.00	\$ 623.00	\$ 623.00	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00
18	8-01	Erosion Control Blanket	SY	120	\$ 20.00	\$ 2,400.00	\$ 13.00	\$ 1,560.00	\$ 7.49	\$ 898.80	\$ 30.00	\$ 3,600.00	\$ 16.00	\$ 1,920.00
					SUBTOTAL		\$ 101,227.50		\$ 124,470.85		\$ 130,885.00		\$ 124,200.00	
					Washington State Sales Tax (8.6%):		\$ 13,145.10		\$ 10,704.49		\$ 11,256.11		\$ 10,681.20	
					TOTAL PROJECT PRICE		\$ 165,995.10		\$ 135,175.34		\$ 142,141.11		\$ 134,881.20	



Prepared by: Ricki V. Hermes, P.E.

City of Black Diamond
In City Forest Water Transmission Main Replacement
Schedule of Prices

ITEM NO.	SPEC. #	DESCRIPTION OF ITEM	UNIT	Est Quant.	ENGINEER'S ESTIMATE		Scotty's General Const		Nor-Tec Construction		Cascade Utilities		Fury Construction	
					UNIT PRICE	TOTAL	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
1	1-04	Minor Change	Eq. Adj.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	1-07	Property Restoration	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,580.00	\$ 3,580.00	\$ 2,500.00	\$ 2,500.00
3	1-09	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 16,340.00	\$ 16,340.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00
4	1-10	Project Temporary Traffic Control Devices	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00
5	2-02	Plug and Abandon Existing 8 in. Diam. Water Main	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 350.00	\$ 1,050.00	\$ 200.00	\$ 600.00	\$ 804.00	\$ 2,412.00	\$ 250.00	\$ 750.00
6	2-09	Shoring or Extra Excavation, Class B	LS	1	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00
7	4-04	Shoulder Ballast	TN	185	\$ 40.00	\$ 7,400.00	\$ 23.00	\$ 4,255.00	\$ 21.00	\$ 3,885.00	\$ 27.80	\$ 5,143.00	\$ -	\$ -
8	7-08	Bedding Material	TN	460	\$ 20.00	\$ 9,200.00	\$ 21.00	\$ 9,660.00	\$ 18.00	\$ 8,280.00	\$ 21.80	\$ 10,028.00	\$ 18.50	\$ 8,510.00
9	7-08	Trench Backfill	TN	150	\$ 25.00	\$ 3,750.00	\$ 19.00	\$ 2,850.00	\$ 1.50	\$ 225.00	\$ 24.00	\$ 3,600.00	\$ 16.50	\$ 2,475.00
10	7-08	Extra Excavation	CY	5	\$ 30.00	\$ 150.00	\$ 20.00	\$ 100.00	\$ 1.00	\$ 5.00	\$ 95.00	\$ 475.00	\$ 50.00	\$ 250.00
11	7-08	Foundation Material	TN	10	\$ 30.00	\$ 300.00	\$ 25.00	\$ 250.00	\$ 1.00	\$ 10.00	\$ 115.00	\$ 1,112.11	\$ 30.00	\$ 300.00
12	7-09	DI Pipe for Water Main 12 in. Diam.	LF	1,000	\$ 95.00	\$ 95,000.00	\$ 50.50	\$ 50,500.00	\$ 139.26	\$ 139,260.00	\$ 112.11	\$ 112,110.00	\$ 80.00	\$ 80,000.00
13	7-09	DI Pipe for Water Main 8 in. Diam.	LF	5	\$ 150.00	\$ 750.00	\$ 40.00	\$ 200.00	\$ 800.00	\$ 4,000.00	\$ 256.43	\$ 1,282.15	\$ 200.00	\$ 1,000.00
14	7-12	Gate Valve 12 in.	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 2,883.28	\$ 8,649.84	\$ 2,200.00	\$ 6,600.00
15	7-12	Gate Valve 8 in.	EA	1	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00
16	7-12	Blowoff Assembly	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00	\$ 3,300.00	\$ 3,300.00	\$ 1,325.00	\$ 1,325.00
17	7-12	1 in. Air and Vacuum release Valve Assembly	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00	\$ 1,275.00	\$ 1,275.00
18	8-01	Erosion Control Blanket	SY	120	\$ 20.00	\$ 2,400.00	\$ 8.50	\$ 1,020.00	\$ 18.65	\$ 2,238.00	\$ 16.00	\$ 1,920.00	\$ 50.00	\$ 6,000.00
SUBTOTAL						\$152,850.00		\$103,877.00		\$191,203.00		\$165,449.99		\$129,985.00
Washington State Sales Tax (8.6%):						\$13,145.10		\$ 8,933.42		\$ 16,443.45		\$ 14,228.70		\$ 11,178.710
TOTAL PROJECT PRICE						\$165,995.10		\$112,810.42		\$207,646.45		\$179,678.69		\$141,163.71
Incomplete Bid														

Seth Boettcher

From: Loren Combs [ldc@vsilawgroup.com]
Sent: Monday, July 13, 2009 10:03 AM
To: Seth Boettcher; Gwen Voelpel
Cc: Dawn Ketter
Subject: FW: Request for bid tabulation

FYI, just in case you haven't seen it.

From: Austin Fisher [mailto:afisher@parametrix.com]
Sent: Friday, July 10, 2009 2:55 PM
To: Greg Amann; Dan Dalsanto
Cc: Darla Wright; Loren Combs; Dawn Ketter
Subject: RE: Request for bid tabulation

In my opinion, submittal of this form has no impact on the bid amounts whatsoever.

From: Greg Amann [mailto:gfa@vsilawgroup.com]
Sent: Friday, July 10, 2009 2:53 PM
To: Austin Fisher; Dan Dalsanto
Cc: Darla Wright; Loren Combs; Dawn Ketter
Subject: RE: Request for bid tabulation

While it is true that the City has authority to waive bidding informalities and irregularities, it may do so only if they constitute an insubstantial variance that does not give any bidder a substantial advantage over other bidders. If failing to submit a Material and Labor Cost Breakdown would not give those bidders a substantial advantage over the bidder who did submit the Material and Labor Cost Breakdown, then the City can waive the requirement. But, if failing to submit a Material and Labor Cost Breakdown would give those bidders a substantial advantage over the bidder who did submit the Material and Labor Cost Breakdown, then the City could not waive the requirement. I don't know what is involved in submitting such a breakdown, or how detailed it must be, but if it is a relatively simple form and providing it would not increase the bid amount, then there would not likely be a substantial advantage.

Greg

Gregory F. Amann
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
phone: 253.922.5464
direct line: 253 441.6874
fax: 253.922.5848
gfa@vsilawgroup.com

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7/13/2009

1231 FRYAR AVENUE, PO BOX 460
SUMNER, WA 98390
T. 253.863.5128 F. 253.863.0946
www.parametrix.com

July 9, 2009
PMX No. 216-3043-007

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

Re: Recommendation of Award for the In City Forest Water Transmission Main Replacement

Dear Mr. Boettcher:

After careful review of the eight (8) bids received on the Forest Water Transmission Main Replacement, we would recommend award to Johansen Excavating, Inc. Johansen Excavating, Inc. submitted the lowest bid at a total price including sales tax of \$109,933.37.

We did find an informality in seven (7) of the eight (8) bids received for the project. All bidders, with the exception of one, failed to submit a Material and Labor Cost Breakdown as required in the Instructions to Bidders on page BP-7 of the contract documents. The firm, BC Bremmeyer, LLC, submitted all the documents required in the Instruction to Bidders but submitted a total price including sales tax of \$142,141.11.

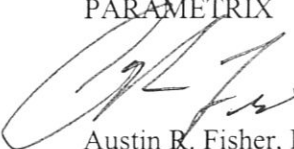
We recommend that the City waive the requirement in the Instruction to Bidders to submit a Material and Labor Cost Breakdown and award the contract to Johansen Excavating, Inc. due to the favorable interest doing so would provide the City. The City has the authority to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City.

The City would benefit by awarding the contract to Johansen Excavating Inc. potentially saving \$32,207.74 based on the total prices submitted by the two bidders. Further, given that seven (7) of the eight (8) bidders failed to submit the same documentation, we feel the only other reasonable option the City would have is to re-advertise the project, which would significantly impact the aggressive schedule necessary for reimbursement by the Department of Housing and Urban Development.

Please do not hesitate to contact me if you have any questions or concerns regarding our assessment of these bids.

Sincerely,

PARAMETRIX



Austin R. Fisher, P.E.
Project Manager

ARF:ak

cc: Project File

Luzville Goebel

From: Seth Boettcher
Sent: Monday, July 13, 2009 2:41 PM
To: Luzville Goebel
Subject: In City Forest Water Main Bid

Luzville: could you send this note out to all bidders? I will be bring the bid information up for you soon. Seth

Dear Bidders:

The City of Black Diamond has evaluated the bids and staff will be recommending award to the low bidder for Council action this Thursday. Most of the bidders did not submit a material and labor cost breakdown with their bid as required. Our attorney has reviewed this irregularity in the bids and sent us his opinion on the matter. Given that the material and labor cost breakdown [information](#) does not provide a substantial advantage to one bidder over another the city may waive this requirement. So in the best interest of the City the staff is recommending that the requirement for a labor and material cost breakdown to be submitted with the bid be waived.

Thank you all for your interest in working for the City of Black Diamond .

*Seth Boettcher
Public Works Director*



jcimmer@johansenexcavating.com

206.730.2565 | cell | 360.829.6493 | office | 360.829.5473 | fax |
P.O. Box 674 Buckley, WA 98321

JACOB CIMMER

SUMMARY OF QUALIFICATIONS

Result-driven Senior Executive with a multi-faceted construction back ground. More than 8 years in construction; operating, estimating, budgeting, contracting, purchasing, and invoicing. Strong management qualifications in planning, production scheduling, control, project development, budgeting, and financing.

Control and manage overhead and project budget costs, systems, and all financial decisions. Perform cost accounting and administrative tasks ensuring peak profit performance. Highly skilled in use of computer systems; utilizing numerous software programs for effective project scheduling and cost accounting applications. Expert troubleshooter, identify problems, resourceful and inventive in implementing creative solutions with enhanced sensitivity to cost, efficiency, and deadlines. Oversee and monitor project progress assuring the company is performing to contract, while identifying and communicating deficiencies. Estimating duties include; the project bid process and conducting meetings with the Field Manager and Job Superintendent.

EMPLOYMENT HISTORY

Johansen Excavating, Inc. – Buckley, WA

11/2005 - Present

Vice President/SR Executive

Responsible for managing business operations, estimating and business development. Projects consist of public works, site development, road, and utilities projects.

- Negotiate and manage Contracts (prime and sub).
- Coordinate with Owner, architect, engineer, subcontractors and inspectors
- Direct outside resources a such as banking, accounting and legal representation.

Gary Merlino Construction, Inc. – Seattle, WA

1/2003 – 11/2005

Project Foreman

Planning, scheduling and oversight of construction crew. Reading and interpreting plans and specifications to produce quality construction product.

- Negotiate and manage Contracts (prime and sub).
- Coordinate with Owner, architect, engineer, subcontractors and inspectors
- Schedule, implement and close-out work.

RW Scott Construction, Inc. – Auburn, WA

6/1999 – 1/2003

Equipment operator/Pipelayer

EDUCATION AND TRAINING

Trench & Excavation
Confined Space
First Aid & CPR

EEO / Anti Discrimination
HAZMAT 40HR



jjohansen@johansenexcavating.com
360.829.6493 | office | 360.829.5473 | fax |
P.O. Box 674 Buckley, WA 98321

JALEN JOHANSEN

SUMMARY OF QUALIFICATIONS

Exceptional background in heavy civil construction and operations. Responsible for managing construction projects and ensuring compliance with regulatory requirements at the highest quality standards. Managing field staff for our Company maintaining adherence to production schedules, overseeing the labor pool, and responding to needs, material management, and promoting our culture of "safety first".

Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and resources. Participate in the conceptual development of a project and oversee its organization, scheduling, and implementation. Directly supervise and coordinate activities of construction trades workers and their helpers with the Superintendents. Perform detailed review of the drawings and assist the estimator. Meet with the Owners of projects and review all staging and phasing plans to ensure compliance with standards. Supervise on-site work to ensure the work is done completely and efficiently. Maintain a high standard of quality from all trades and ensure that the jobsite is kept safe, clean and well lit.

EMPLOYMENT HISTORY

Johansen Excavating, Inc. – Buckley, WA 4/2005 - Present

President

RCI Construction Inc. / Parsons – Sumner, WA 4/2004 – 4/2005

Lead Operator

TriState Construction – Bellevue, WA 4/2003 – 4/2004

Lead Operator

EDUCATION AND TRAINING

OSHA 30HR Safety
Trench & Excavation
Confined Space
EEO / Anti Discrimination

HAZMAT 40HR
First Aid & CPR
Erosion Control Specialist



mdysert@johansenexcavating.com

206.396.9784 | cell | 360.829.6493 | office | 360.829.5473 | fax |

P.O. Box 674 Buckley, WA 98321

MIKE DYSSERT

SUMMARY OF QUALIFICATIONS

More than 10 years of experience in heavy civil construction from Private to Public Works Projects with an emphasis in earthworks. Strong skills with plan reading, interpreting contracts, being a team player, and leading multiple crews at one time.

Responsibilities included managing day to day work on projects, employee management, operating equipment, coordinating subcontractors, suppliers and vendors to ensure the timely progress of the projects, attending project meetings, and maintaining budget.

EMPLOYMENT HISTORY

Johansen Excavating, Inc. – Buckley, WA

6/2007 - Present

Superintendent

Superintendent duties include the completing of construction projects; accomplishing work requirements; meeting construction work standards; working with the construction budgets; evaluating and reviewing plans; monitoring construction activities; preventing construction interruptions; and maintaining a safe, secure, and healthy work environment.

RCI Construction Inc. / Parsons – Sumner, WA

1997 – 6/2006

Earthworks General Foreman, Foreman, Operator & Grade Checker

Worked on multiple earthworks projects including: Snoqualmie Ridge Phase 1(1997-1999,) moving six million cubic yards of dirt with mass excavations; New Castle Housing development (2000-2002,) and Sound Transit c735 Rainier Valley Link Light Rail.

EDUCATION AND TRAINING

OSHA 30HR Safety

Trench & Excavation

Confined Space

EEO / Anti Discrimination

HAZMAT 40HR

First Aid & CPR

Erosion Control Specialist



rbonnett@johansenexcavating.com

206.396.9784 | cell | 206.854.2489 | office | 360.829.5473 | fax |
P.O. Box 674 Buckley, WA 98321

ROB BONNETT

SUMMARY OF QUALIFICATIONS

More than 24 years of experience in heavy civil construction from Private to Public Works Projects with an emphasis in heavy civil projects. Extensive management and organization experience. Strengths include establishing cost controls, project budgets, project documentation organization, project scheduling, interpreting and negotiating contracts, as well as overall leadership.

Responsibilities included managing ongoing corporate operations; working with bankers, lawyers, accountants, business partners and employees to establish and maintain efficient business operations. Also actively involved in the day to day work on projects, employee management, , coordinating subcontractors, suppliers and vendors to ensure the timely progress of the projects.

EMPLOYMENT HISTORY

Johansen Excavating, Inc. – Buckley, WA

11/2006 - Present

Vice President - Operations

Responsible for managing business operations and construction projects. Projects consist of public works, site development, road, and utilities projects.

- Negotiate and manage Contracts (prime and sub).
- Coordinate with Owner, architect, engineer, subcontractors and inspectors
- Schedule, implement and close-out work.

RCI Construction Inc. / Parsons – Sumner, WA

3/1996 – 11/2006

Corporate V.P. of Operations/Project Controls (4/05 to 11/06)

Development of processes, procedures and training to be used by the Corporation to manage all construction activity, including; cost control, cost projections, earned value, document control, estimating, scheduling, contract management, claims management, budget set-up, project initiation, project close-out, Divisional/Sector Management operations, equipment control, job costing, subcontracting, etc. Auditing of all projects for compliance and performance assessment. Develop career development strategies for company professionals. Member of the executive management team which guides and manages the overall operations of the Company.

Environmental Division V.P. (10/03 to 4/05)

Responsible for all division construction projects and project management personnel. Responsible for operations, estimating, business development, client relations, project reporting, budgets, contract negotiations, claims management, etc.

Oregon Division Operations Manager (10/01 to 10/03)

Responsible for all division construction projects and project management personnel. Projects range from site development to infrastructure projects.

- Maintain budgets, process invoices and control overhead costs.
- Train/develop personnel in critical management skills and responsibilities.
- Responsible for all legal issues relating to divisional projects.
- Develop cost control systems to enhance management of projects.

Sr. Project Manager (3/96 to 10/01)

Responsible for managing construction projects ranging in value of \$10 to \$40 million. Projects consist of public works, site development (commercial, public, residential), road, and utilities projects.

- Estimate, develop and maintain budgets and cost control system.
- Negotiate and manage Contracts (prime and sub).
- Coordinate with Owner, architect, engineer, subcontractors and inspectors
- Schedule, implement and close-out work.

Boeing Construction & Engineering – Seattle, WA

3/1989 – 11/1996

Project Manager

Management of various construction projects including site assessment, facility design/construct, site development and commercial facility build-out.

- Estimate, develop and maintain budgets and cost control system.
- Negotiate and manage Contracts (prime and sub).
- Schedule, implement and close-out work.

Peter Kiewit Sons, Inc. – Seattle, WA

5/1985 – 3/1989

Project Engineer

Member of construction team estimating and constructing large municipal and private projects.

- Estimate, develop and maintain budgets and cost control system.
- Submit Contract documentation, order and schedule delivery of materials and work of subcontractors.
- Coordinate with Owner and Engineer for design clarifications and Contract requirements.
- Assist with planning, scheduling and task coordination of work.
- Processed subcontractor and material invoices.

EDUCATION AND TRAINING

Washington State University (1980-1985) Major: Construction Management

Primavera Scheduling (Suretrak, P3)

Autocad

Various Continual Education Credits

Project Management Certification

Trench & Excavation

Confined Space

First Aid & CPR

EEO / Anti Discrimination

HAZMAT 80HR

Erosion Control Certification



Qualifications Information

360.829.6493|office|360.829.5473|fax|

P.O. Box 674 Buckley, WA 98321

QUALIFICATION INFORMATION

1.0 WORK PERFORMED BY BIDDER

Johansen Excavating is a heavy civil contractor, specializing in underground utility and site development projects. We work for both public and private owners with contract values exceeding \$2,000,000 individually and \$10,000,000 in annual revenues. We own most of the equipment required to accomplish these projects. We attract and retain craft that have demonstrated knowledge and experience in this field. Our foreman and superintendents are proficient leaders with substantial experience in safety, management and construction means and methods. Johansen is signatory to both the Laborers and Equipment Operators labor unions and rely on these organizations to provide highly qualified crafts people.

1.1 BIDDERS EXPERIENCE

JOB NO.	JOB NAME/OWNER	CUSTOMER/CONTACT	CONTRACT AMOUNT/CONTRACT DATES	SCOPE
2006-001	Enumclaw Water main Eric Knudsen (206) 510-3754	Signature Development Eric Knudsen (206) 510-3754	Start Date:1/2006 Completion Date:3/2006 Orig Value: \$65,042.00 Final Value: \$65,042.00	Water main
2006-003	Toulouie Short Plat Satwant Singh (Owner) (206) 391-3311	Satwant Singh Jaswinder Sekhon (206) 551-1498	Start Date:6/2007 Completion Date:8/2007 Orig Value: \$80,729.00 Final Value: \$80,729.00	Storm detention/system, water, sewer, grading, paving
2006-005	109th Place Sewer Ext Jaswinder / Indergit (Owner)	Jaswinder Sekhon (206) 551-1498	Start Date:8/2006 Completion Date:8/2006 Orig Value: \$101,307 Final Value: \$101,307.00	Sewer extension, road reconstruct
2006-007	Rainier View Phase I	Synergy Construction Brian Bergstrom 425-488-4500	Start date:4/06 Completion date:6/06 Final Value: \$175,484.00	Storm, sewer, water, mass excavation, grading
2006-013	Seattle Country Day School	S. D. Deacon Adam Lundberg 425-284-4000	Start date:5/06 Completion date:11/07 Final Value: \$850,065.00	Storm detention/system, water, sewer, mass excavation, structure excavation
2006-014	Peiper Short Plat Harry Singh (Owner) (206) 261-7657	Harry Singh (206) 261-7657	Start Date:10/2006 Completion Date:2/2007 Orig Value: \$260,000.00 Final Value: \$260,000.00	Storm detention/system, water, sewer, dry utilities, grading, curb, gutter, sidewalk, paving
2006-015	Rainier View Phase II	Synergy Construction Brian Bergstrom 425-488-4500	Start date:11/06 Completion date:4/08 Final Value:	Storm, sewer, water, mass excavation, grading

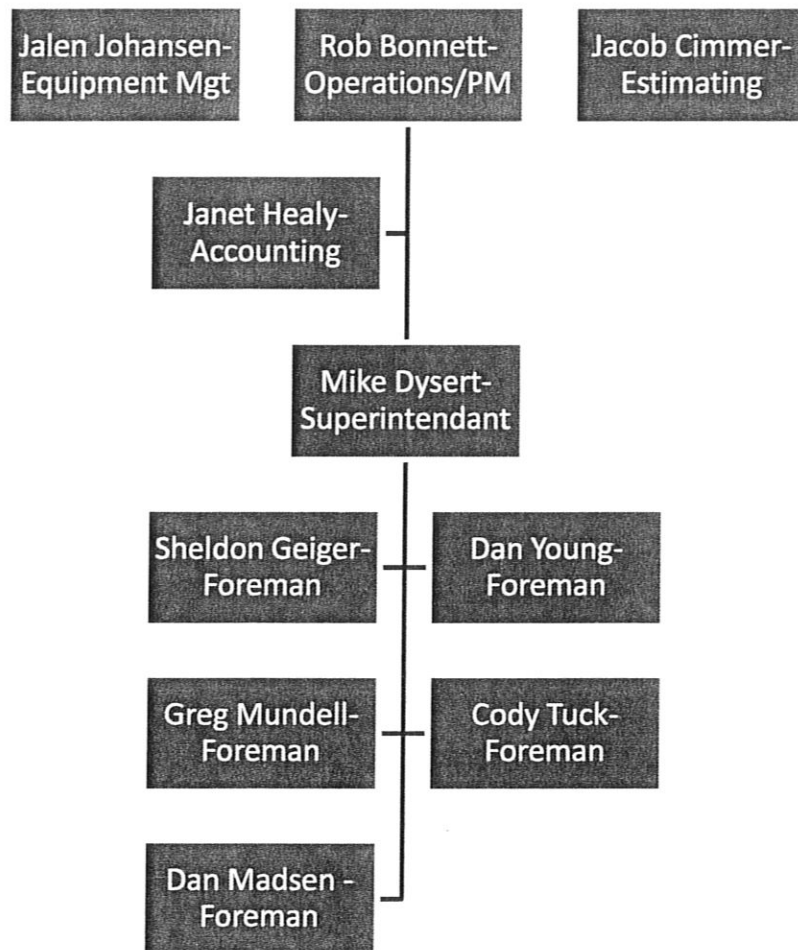
JOB NO.	JOB NAME/OWNER	CUSTOMER/CONTACT	CONTRACT AMOUNT/CONTRACT DATES	SCOPE
			\$189,552.00	
2006-016	Evans Short Plat Mike Davis (Owner) (425) 228-5959	Davis Real Estate Mike Davis (425) 228-5959	Start Date:11/2006 Completion Date:2/2007 Orig Value: \$201,112.00 Final Value: \$201,112.00	Storm detention/system, water, sewer, dry utilities, grading, curb, gutter, sidewalk, paving
2006-020	Pickle Factory Eric Knudsen (Owner) (206) 510-3754	Signature Development Eric Knudsen (206) 510-3754	Start Date:4/2006 Completion Date:5/2006 Orig Value: \$54,704.00 Final Value: \$54,704.00	Sewer, structure excavation
2007-001	Majestic Builders Sewer Ext Matt Robinson (Owner) (425) 235-6600	Majestic Builders Matt Robinson (425) 235-6600	Start Date:1/2007 Completion Date:2/2007 Orig Value: \$88,128.00 Final Value: \$88,128.00	Sewer extension
2007-002	Smithers Place (5th & Renton)	Synergy Construction Ron Auld 425-488-4500	Start date:3/07 Completion date:4/08 \$477,190.00	Sewer, water, storm, dry utilities, structure excavation, grading, curb, gutter, sidewalk, paving
2007-003	Chahill Short Plat Manjit Chahill (Owner) (253) 226-3156	Manjit Chahill (253) 226-3156	Start Date:3/2007 Completion Date:6/2007 Orig Value: \$181,247.00 Final Value: \$181,247.00	Storm detention/system, water, sewer, dry utilities, grading, curb, gutter, sidewalk, paving
2007-004	D. Moore Retail Dan Moore (253) 230-1996	Dan Moore Builder of Dreams Dan Moore (253) 230-1996	Start Date:3/2007 Completion Date:7/2007 Orig Value: \$252,843 Final Value: \$288,844.00	Storm detention/system, water, sewer, dry utilities, grading, curb, gutter, sidewalk, paving
2007-005	2007 Water Main Replacement City of Issaquah (Owner)	City of Issaquah Tony Nguyen (425) 837-3437	Start Date:5/2007 Completion Date:6/2007 Orig Value: \$344,442.00 Final Value: \$344,442.00	Water main installation
2007-006	Lauren Heights	Synergy Construction Mark Maizel 425-488-4500	Start date:5/07 Completion date:7/07 Final Value: \$119,725.00	Storm, sewer, water
2007-008	Issaquah 7th Ave Trunk City of Issaquah (Owner)	City of Issaquah Tony Nguyen (425) 837-3437	Start Date:7/2007 Completion Date:8/2007 Orig Value: \$183,474.00 Final Value: \$	Sewer trunk installation
2007-009	Singh One Subdivision Satwant Singh (Owner) (206) 391-3311	Satwant Singh Ron Winn - PM (206) 551-2237	Start Date:9/2007 Completion Date:7/2008 Orig Value: \$742,500.00 Final Value: \$742,500.00	Storm detention/system, water, sewer, dry utilities, grading, curb, gutter, sidewalk, paving
2007-	Kangley Grove	Satwant Singh	Start Date:7/2007	Storm

JOB NO.	JOB NAME/OWNER	CUSTOMER/CONTACT	CONTRACT AMOUNT/CONTRACT DATES	SCOPE
010	Satwant Singh (Owner) (206) 391-3311	Ron Winn - PM (206) 551-2237	Completion Date:1/2008 Orig Value: \$305,000.00 Final Value: \$351,256.00	detention/system, water, sewer, dry utilities, grading, curb, gutter, sidewalk, paving
2007-011	Gill Sewer Extension Harjinder Gill (Owner) (206) 979-0920	Harjinder Gill (206) 979-0920	Start Date:6/2007 Completion Date:7/2007 Orig Value: \$225,000.00 Final Value: \$225,000.00	Sewer trunk installation
2007-013	Dovey Short Plat Jim Pitzer (Owner) (253) 632-9159	Pitzer Homes Jon Tamburelli (206) 920-2220	Start Date:6/2007 Completion Date:9/2007 Orig Value: \$314,868.00 Final Value: \$314,868.00	Storm detention/system, water, sewer, dry utilities, clearing, grading, curb, gutter, sidewalk, paving
2007-014	Preston Athletic Fields	S.D. Deacon Mark Kovats/Scott Olson 425-284-4000	Start date:7/08 Completion date:10/08 \$1,119,823.00	Clearing, grubbing, grading, field drainage, storm system, rockery
2007-015	Elm Street Storm water City of Sumner (Owner)	City of Sumner A.J. Porrini (253) 863-5128	Start Date:10/2007 Completion Date:12/2007 Orig Value: \$253,504.00 Final Value: \$281,377.00	36" storm outfall, grading paving
2007-017	Normandy Park	Frontier Construction Tom McLoughlin 253-639-9345	Start date:11/07 Completion date:1/08 \$177,000.00	Storm, sewer, water, soil stabilization, grading, structure excavation
2008-001	116th Ave NE Improvement Project City of Kirkland (Owner) (425) 587-3825	City of Kirkland Rod Steitzer (425) 587-3825	Start Date:3/2008 Completion Date:10/2008 Orig Value: \$973,349.00 Final Value: \$1,080,000.00	Storm detention/system, sanitary sewer, curb, gutter, sidewalk, grading, paving, rockery
2008-003	Ambaum Blvd City of Burien (Owner) (206) 391-3829	City of Burien Doug Lamothe (206) 391-3829	Start Date:4/2008 Completion Date:12/2008 Orig Value: \$646,000.00 Final Value: \$1,043,089.00	Demolition, rockery, grading, paving, curb, gutter, sidewalk, water, storm
2008-004	180th Ave Sewer Extension Satwant Singh (Owner) (206) 391-3311	Dhaliwal Development Ron Winn - PM (206) 551-2237	Start Date:3/2008 Completion Date:4/2008 Orig Value: \$79,057.00 Final Value: \$79,057.00	Tie-in to existing sewer and install new main
2008-006	Greenbridge HOPE VI Seattle Housing Authority	Synergy Construction Mark Maizel 425-488-4500	Start date:5/08 Completion date:2/09 Final value: \$1,318,918.00	Site grading, paving, structure excavation, storm, sewer, water
2008-007	Factoria Mall - Phase 1	SD Deacon Jason Wynecoop 425-284-4000	Start date:8/08 Completion date:9/08 Final Value:	Install storm, sewer & water

JOB NO.	JOB NAME/OWNER	CUSTOMER/CONTACT	CONTRACT AMOUNT/CONTRACT DATES	SCOPE
			\$212,000.00	
2008-009	Perky's Dan Moore (Owner) (253) 230-1996	Dan Moore Builder of Dreams Dan Moore (253) 230-1996	Start Date:6/2008 Completion Date:7/2008 Orig Value: \$42,942.00 Final Value: \$42,942.00	Install storm & sewer
2008-010	Rainier View Parking	Synergy Construction Brian Bergstrom 425-488-4500	Start date:2/08 Completion date:4/08 Final value: \$285,574.00	Storm, grading & paving
2008-011	Levi Lake short plat Steve Capeder(Owner) (425) 503-6116	Steve Capeder (425) 503-6116	Start Date:4/17/2008 Completion Date:5/14/2008 Orig Value: \$29,674 Final Value: \$29,674.00	Water & sewer
2008-012	Cascade Sr Housing	Synergy Construction Brian Bergstrom 425-488-4500	Start date:4/08 Completion:12/08 \$285,574.00	Site grading, structure excavation, power trenching, storm, sanitary,
2008-016	Springwood Apts King County Housing Authority	Synergy Construction Jamie Creek 425-488-4500	Start date:5/08 In progress \$1,509,246.00	Site grading, demolition, concrete crushing, curb, gutter, sidewalk, structure excavation, water main, sanitary sewer, dry utility trenching
2008-017	Main Street City of Algona (Owner)	City of Algona Tim Osborne - Grey & Osborne (206) 284-0860	Start Date:6/20/08 Completion Date:12/5/08 Orig Value: \$1,692,180.25 Final Value: \$1,641,976.05	Water main, storm system, power conduit, grading, curb, gutter, sidewalk, cement stabilized base, paving
2008-019	124th/124 th City of Kirkland	City of Kirkland Rod Steitzer (425) 587-3825	Start date:2/09 In progress \$1,290,657.50	Major Intersection reconstruction, Strom construction, new signalization, walls, earthwork, paving.
2008-020	Pacific Avenue City of Tacoma	City of Tacoma	Start date:8/08 Completion date:11/2008 Final value: \$1,922,739.00	Entire road reconstruction
2008-026	Aylen Jr High Puyallup School District	Jody Miller Construction Josh Miller 253-537-6116	Time & Material based contract. In progress	School project including storm, mass grading, fine grading, athletic field construction
2008-027	Bremerton Vault City of Bremerton	Synergy Construction Jamie Creek	Start date 9/08 Completion date:9/08 Final value: \$49,000.00	Deep vault structure installation
2008-029	Springwood phase 2 King County Housing	Synergy Construction Jamie Creek	Start date:11/08 In progress	Site grading, demolition, concrete crushing, curb,

JOB NO.	JOB NAME/OWNER	CUSTOMER/CONTACT	CONTRACT AMOUNT/CONTRACT DATES	SCOPE
	Authority		\$2,492,867.70	gutter, sidewalk, structure excavation, water main, sanitary sewer, dry utility trenching

1.2 PROJECT TEAM MEMBERS



1.3 ACCIDENT/INJURY PERFORMANCE

Johansen excavating has not had any reportable, recordable or lost time accidents since being formed.

1.4 ACCIDENT/INJURY PERFORMANCE - EXPERIENCE MODIFICATION RATE (EMR)/EXPERIENCE MODIFICATION FACTOR (EMF)



PO Box 44140 Olympia WA 98501-4140
360 982 4817
www.Rates.Lni.wa.gov

Your Workers' Compensation Rate Notice

NOTE: This is not a bill.

December 4, 2008

Policyholder

JOHANSEN EXCAVATING INC
PO BOX 674
BUCKLEY WA

98321

Effective Date:
January 1, 2009
Experience Period:
July 1, 2004 - June 30, 2007
WA Unified Business Identifier (UBI):
602 498 928
L&I Account ID:
095,540-00
Your account manager's phone number:
(360) 902-4652
Your experience factor:
0.7900

These are your rates for: 2009

Your claim-free discount is: 21% Thank you for your safe workplace.

Go to www.ClaimInfo.Lni.wa.gov and sign up to get detailed information about your account.

Need help understanding this notice?

See www.ClaimInfo.Lni.wa.gov for definitions and formulas or call your account manager at the phone number shown above.

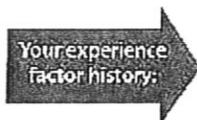
Have a payroll service?

Send them a copy of this notice.

CLASS CODE	Class Code Description	Manual Rate (EMR)	Manual Rate (EMF)	Rate Factor (EMF)	Hourly Employer Contribution	Hourly Employee Withholding	Your Total Hourly Rate
0107-00	Road Construction NOC	1.4207	0.7919	0.0836	\$1.47650	\$0.35460	\$1.8311
4904-00	Clerical Office NOC & Draftsman	0.0268	0.0256	0.0836	\$0.07310	\$0.05190	\$0.1250

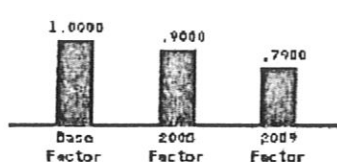
Your Rate Information

Updated MB 12/30/08



What's an experience factor?
See back for an explanation.

1225-004-000 13-2007



CR: 102, 107

This is the employer's contribution to workers comp coverage.

Withhold this amount from employee pay for each hour they work to be their contribution to workers comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours worked to calculate premiums.

1225-004-000

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION																								
SUBJECT: Resolution No. 09-619, authorizing First Addendum to the Construction Services Agreement with Parametrix for the In City Water Transmission Main Replacement Project	Agenda Date: July 16, 2009		AB09-088																					
	Department/Committee/Individual	Created	Reviewed																					
	Mayor Howard Botts																							
	City Administrator – Gwen Voelpel																							
	City Attorney – Loren D. Combs																							
	City Clerk – Brenda L. Martinez																							
	Finance – May Miller																							
	Public Works – Seth Boettcher	X																						
	Economic Devel. – Andy Williamson																							
	Police –																							
Cost Impact: \$28,025																								
Fund Source: Federal Grant through Housing and Urban Development																								
Timeline: Urgent, complete project before end of August																								
Attachments: Resolution No. 09-619, Contract Addendum No. 1, Original contract, Project site map, Original Agenda Bill and Resolution No. 09-604																								
SUMMARY STATEMENT: <p>In mid-May the City was intending to use in-house temporary staff to handle most of the service during the construction phase for the Water Transmission Main Replacement Project. Unfortunately, our temporary staff had to resign because of personal issues at home.</p> <p>This contract is to fill the need for inspection and project management services for the In City Forest Water Transmission Main Replacement Project.</p> <p>Project Budget:</p> <table> <tr> <td>Funding</td> <td>\$240,000</td> <td>Available through the grant</td> </tr> <tr> <td>Less</td> <td>\$1,000</td> <td>Sensitive area permitting</td> </tr> <tr> <td>Less</td> <td>\$38,850</td> <td>Surveying, design and bid and construction coordination services</td> </tr> <tr> <td>Less</td> <td>\$28,025</td> <td>Parametrix addendum #1 for pre-con meeting, two weekly meetings, inspection, materials acceptance, handle one change order, requests for information, progress payment review, project management, prepare punch list</td> </tr> <tr> <td>Less</td> <td>\$5,000</td> <td>Miscellaneous expenses</td> </tr> <tr> <td>Less</td> <td>\$5,000</td> <td>Construction contingency</td> </tr> <tr> <td>Balance for Construction</td> <td>\$162,125</td> <td></td> </tr> </table> <p>Depending how the bids come in, the City will either increase or decrease the scope to match available funding.</p>				Funding	\$240,000	Available through the grant	Less	\$1,000	Sensitive area permitting	Less	\$38,850	Surveying, design and bid and construction coordination services	Less	\$28,025	Parametrix addendum #1 for pre-con meeting, two weekly meetings, inspection, materials acceptance, handle one change order, requests for information, progress payment review, project management, prepare punch list	Less	\$5,000	Miscellaneous expenses	Less	\$5,000	Construction contingency	Balance for Construction	\$162,125	
Funding	\$240,000	Available through the grant																						
Less	\$1,000	Sensitive area permitting																						
Less	\$38,850	Surveying, design and bid and construction coordination services																						
Less	\$28,025	Parametrix addendum #1 for pre-con meeting, two weekly meetings, inspection, materials acceptance, handle one change order, requests for information, progress payment review, project management, prepare punch list																						
Less	\$5,000	Miscellaneous expenses																						
Less	\$5,000	Construction contingency																						
Balance for Construction	\$162,125																							
COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends inspection coverage for the longest extension of the project																								
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-619, authorizing the Mayor to execute Addendum #1 with Parametrix for Construction Services for the In City Forest Water Transmission Main Replacement Project.																								
RECORD OF COUNCIL ACTION																								
Meeting Date	Action	Vote																						
July 16, 2009																								

RESOLUTION NO. 09-619

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST
ADDENDUM TO THE PARAMETRIX CONTRACT FOR THE
IN CITY FOREST WATER TRANSMISSION MAIN
REPLACEMENT PROJECT**

WHEREAS, the six-inch asbestos water transmission main across the In City Forest is too small and has reached the end of its useful life; and

WHEREAS, the City received a \$240,000 Congressional grant that will expire on September 30th, 2009; and

WHEREAS, this project is listed as W-2 on the City's Capital Improvement Plan; and

WHEREAS, Parametrix has been selected for engineering services for this project; and

WHEREAS, The City Council has authorized the design of the In City Forest Water Transmission Main Replacement Project by Resolution No. 09-604;

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 Addendum No. 1 to the existing engineering services contract with Parametrix for the In City Forest Water Transmission Main Replacement Project in the amount of \$28,025 for inspection and project management services as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

FIRST ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
PARAMETRIX, INC.
Regarding
Engineering Services for the In City Forest Water Transmission Main Replacement
Project

1. **Date and Parties.**

1.1 This document ("First Addendum"), for reference purposes only, is dated the 16th day of July, 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 May 21, 2009 (the "Agreement") for the engineering services to prepare contract documents for the In City Forest Water Transmission Main Replacement Project.

2.2 The original agreement terms provided limited support during the construction phase of the project.

2.3 The parties have now determined that full project inspection services and project management services are needed for successful completion of this project.

3. **Modification to Agreement Terms and Conditions.**

3.1 The Agreement terms are hereby incorporated by reference. The First Addendum terms are hereby incorporated into the Agreement by reference. The First Addendum is intended to modify the terms and conditions of the Agreement. In the case of any conflict between the terms of the Agreement and the terms of the First Addendum, the provisions of the First Addendum shall control.

4. **Additional Services and Schedule.**

4.1 The Consultant shall perform the additional professional services described in the Scope of Work attached hereto as Exhibit A1.

4.2 The Consultant shall complete the additional professional services in concert with the timing of the construction project with the goal of contract completion by August 17th and final project billing before the end of August.

5. **Compensation.**

5.1 Compensation for the Additional Services identified in this First Addendum shall be paid in accordance with the Rate Schedule attached as Exhibit B1 to the Agreement.

6. **Other Terms Unchanged.**

6.1 All other terms of the Agreement remain unchanged.

DATED: This 16th day of July 2009.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Howard Botts

Its: Mayor

By: _____

Printed Name: _____

Its: _____

Date: July 16, 2009

Date: July _____, 2009

Attest:

By:

Brenda L. Martinez

City Clerk

EXHIBIT A1 SCOPE OF WORK

City of Black Diamond City Forest Water Transmission Main Replacement

ADDENDUM NO. 1

GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Additional assistance requested by the City of Black Diamond for construction observation and contract administration.

TASK 5 – CONSTRUCTION SERVICES

Approach

5.1 General Construction Services

Parametrix will provide the following additional services:

- Attendance at Preconstruction Conference.
- Attendance at weekly construction meetings.
- Coordination with City staff.
- Coordination with the Contractor, Sub-Contractors, Property Owners, Construction Observers, or other support staff.
- Preparation of correspondence regarding project administration.

Deliverables

The deliverables for Subtask 5.1 include:

- Meeting agendas.
- Meetings minutes.
- Correspondence and record of letters written or received.

5.2 Construction Observation

Construction observation for Task 5 includes:

- Provide full-time field observation if needed of all elements to ensure compliance with the plans and specifications for the life of the project, estimated to be 20 working days.
- Review and approve materials and submittals authorized for field acceptance.

- Prepare and/or collect documentation required by the City to include field books, field test records, project diaries, invoices for materials delivered, traffic control documentation, quantity-by-weight tickets, truck measure documentation, pay item calculations, density testing records, and bills of lading for materials received. Keep project photos documenting the Contractor's activities. Keep all other project records documenting the project compliance to federal, state, and local laws and regulations.
- Coordinate with the Contractor to report progress each week based on the approved progress schedule and the Contractor's work efforts. Review the initial Contractor's schedule for completeness, constructibility, time for completion, and potential claims. Request additional information clarifying tasks, as required.

Deliverables

The deliverables for Subtask 5.2 include:

- Field records in proper format and filed.
- Project punch list and Record of Compliance.
- Weekly field statements for progress and performance.
- Daily observation reports and records of conversation.
- Complete record of field changes (not change orders).

5.3 Project Documentation

5.3.1 Materials Acceptance and Quality Control

Receive, review, and log Contractor's materials source requests, materials certifications, invoices, bills of lading, or other proof, as necessary, to ensure complete materials compliance. Prepare a final Materials Certification per the LAG manual for signature by the City.

5.3.2 Change Order Processing

Review change order requests. Provide documentation for need, cause, cost, materials, construction requirements, payment, and record of negotiations for City approval.

5.3.3 Requests for Information and Requests for Change

Set up a process for the orderly electronic tracking of Requests for Information (RFIs) and Requests for Change (RFCs). Provide responses as necessary. Coordinate with City of Black Diamond, Designer of Record, and Contractor to process these requests.

5.3.4 Progress Payments

Prepare/review monthly progress estimates based on measured-work performed by the Contractor.

5.3.5 Weekly Statement of Working Days

Prepare the Weekly Statement of Working Days (WSWD) based on weather conditions that restrict the Contractor's ability to perform work.

5.3.6 Punch List Documentation

Using the punch list prepared by the construction observer, prepare a formal letter to the Contractor laying out acceptable resolutions to all items not complete. Conduct a walk-through with City staff and the Contractor's representative.

Deliverables

The deliverables for Subtask 5.3 include:

- Final Materials Certification for signature by City.
- Change Orders for approval.
- RFI and RFC processing procedure.
- Pay estimates.
- Weekly Statement of Working Days.
- Punch list resolution letter to City.
- Walk-through with City and Contractor staff.
- Record Drawings on full-size plan set.

Assumptions

Following are the assumptions for this task:

- Full-time construction observation is available for the entire contract period (assumed to be 20 working days for budgeting of construction observation) Other related duties include attending weekly meetings and project administration activities.
- Job site records will be kept in the Parametrix Sumner East office at (5814 Graham Avenue, Suite 200; Sumner, WA 98390). Electronic copies of field records will be kept on the Parametrix FTP site.
- Change authority and limitations will be determined by the City, agreed to by the Consultant and Contractor, and documented in letter format.
- Documentation will be in accordance with the grant agency requirements and federal aid regulations.
- Project records will be kept at the Parametrix Sumner East office.
- Electronic tracking of documents will be in Excel format and posted on the Parametrix FTP site.

Exhibit B1
Addendum No. 1

PROJECT: City of Black Diamond**CLIENT: In City Forest Water Transmission Main**

PMX #			BILLING MULTIPLIER:	STAFF	Sr. Consultant (Rick H.)	Construction Observer	Construction Project Lead								TOTAL HOURS	TOTAL COST	Subtotals
PHASE	TASK	DRG CODE	BILL RATES	\$195.00	\$110.00	\$100.00											
1	5		Construction Services														
	5.1.1		Bid Addenda														
	5.1.2		Bid Tabulation														
	5.1.3		Precon		3	3								6	\$630.00		
	5.1.4		Weekly Construction Meetings (3)		6	6								12	\$1,260.00		
	5.1.5		Coordination														
	5.2		Construction Observation (20d)		160	20									\$19,600.00		
	5.3.1		Materials Acceptance	8	2	2								12	\$1,980.00		
	5.3.2		Change Orders (2)	4	4	4								12	\$1,620.00		
	5.3.3		RFIs and RFCs	2	2	2								6	\$810.00		
	5.3.4		Progress Payments	2		2								4	\$590.00		
	5.3.5		Weekly Stat. of Working Days		1.5	3								5	\$465.00		
	5.3.6		Punch List		2	2								4	\$420.00		
Labor Subtotal at Current Salary Rates				16	180.5	44								241	\$27,375.00		
Salary Escalation				Estimated % of project completed before next salary increase								Additional Labor Cost from salary escalation					
				Estimated % of next salary increase													
In-House Expense		Item	Quantity	Unit Cost	Unit	Direct Cost											
		Mileage	1000	\$0.550	mile	\$550.00									\$550.00		
		Photocopies	2000	\$0.05	sheet	\$100.00									\$100.00		
		Check prints		\$1.00	sheet												
		Final Plots		\$20.00	sheet												
		Misc.		\$1.00	each												
Outside Expenses			Description			Direct Cost	Markup %										
Other Expenses							15%										
							15%										
Subconsultants							15%										
							15%										
							15%										
PROJECT TOTAL															\$28,025.00		

Prepared By: _____

(Project Manager)

Reviewed By: _____

(Division Manager)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-604, authorizing the Mayor to execute a contract with Parametrix to provide the necessary engineering services for the watermain replacement project	Agenda Date: May 21, 2009		AB09-060
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator – Gwen Voelpel		
	Asst City Attorney – Tom Guilfoil		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$38,850	Court – Kaaren Woods		
Fund Source: Federal Grant	Comm. Dev. – Steve Pilcher		
Timeline: Project Completion September 2009			
Attachments: Resolution No. 09-604, Contract, Map, Funding Application			
SUMMARY STATEMENT: <p>The City received a Congressional Grant to be administered through Housing and Urban Development for “engineering and construction of a replacement water main and improvements to pumping facilities serving the Black Diamond water service area.” Dan Dal Santo has taken the project through the NEPA process and is very near the release of funds for this grant. Through the NEPA process we have refined the scope as the <u>replacement of the water transmission main across the In City Forest.</u></p> <p>This project must be complete and a final bill sent to Housing and Urban Development before September 23rd and processed before September 30th. This is a very short time frame to complete this project. In anticipation of the NEPA completion we have selected Parametrix through an evaluation of the firms that submitted on our 2008/2009 advertisement for engineering services. We selected four firms to submit brief proposals, out of that process we selected two firms to interview and then selected Parametrix to provide engineering services for this project.</p> <p>City Attorney Combs has sent a letter notifying the Water Systems and Facilities Funding Agreement Partners of the work contemplated with this grant funding. Copy is attached.</p> <p>Rick Shannon was recently hired as a part time employee to assist the City with capital project management. Rick will provide most of the inspection and project administration during the construction phase which reduced the cost of the engineering services by about \$15,000.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-604, authorizing the Mayor to execute an agreement with Parametrix, Inc. to provide the necessary engineering services for this project through project close out.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 21, 2009			

Waterline Replacement Location



(C) 2008 King County

0

154 ft

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Date: 3/19/2009 Source: King County IMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



King County

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT Ordinance No. 09-916, amending Chapter 5.08 of the Municipal Code regarding payment due date for utility taxes	Agenda Date: July 16, 2009		AB09-089
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source: N/A	Community Devel. – Steve Pilcher		
Timeline:	Natural Resources – Aaron Nix		
Attachments: Ordinance No. 09-916			
SUMMARY STATEMENT: <p>Black Diamond’s current utility tax code sets the 30th day of each month as the due date for utility tax payments. This is a housekeeping Ordinance to remove the specific date the tax is due from the Code and allow the Finance Director to set the date by administrative rule . In this way if it is necessary for cash flow to change the date in the future, we will not have to amend the municipal code.</p> <p>We will be changing the due date for utility tax payment to the 25th of each month following the end of the month in which the tax accrued. This will allow five days before the end of each month to receive, receipt and deposit the taxes. The due date coincides with the due date the State of Washington has for payment of Excise and B & O Taxes. The change will also smooth out the process, improve cash flow, and make financial reporting more consistent.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-916, amending Section 5.08 of the Black Diamond Municipal Code to allow the Finance Director to establish the payment due date for the City utility taxes.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009			

ORDINANCE NO. 09-916

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTER 5.08 OF THE BLACK DIAMOND MUNICIPAL CODE TO ALLOW THE CITY FINANCE DIRECTOR TO ESTABLISH THE PAYMENT DUE DATE FOR CITY UTILITY TAXES

WHEREAS, the City of Black Diamond municipal code currently provides that utility tax payments can be made up to the thirtieth day of the month that follows the month for which the tax accrued; and

WHEREAS, if a customer waits to pay the tax on the thirtieth of the month, this often prevents the City from being able to deposit the funds by the end of the month, preventing those funds from being credited to that month's financial statements~~balance sheet~~, complicating the accounting process for the City; and

WHEREAS, to avoid this problem, the City Finance Director would like to establish an earlier payment deadline for utility taxes; and

WHEREAS, to ensure the Finance Director can act quickly as needed to adjust payment due dates in response to the need to ensure adequate cash flow, and to avoid the inefficiency of having to amend the municipal code to adjust such dates, the City Council finds it is in the public interest to authorize the Finance Director, in consultation with the Mayor or his/her designee, to amend the utility tax due dates as needed.

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

Section 1. Section 5.08.040 of the Black Diamond municipal code is hereby amended to read as follows:

5.08.040 When tax due—Reporting period.

A. The tax imposed by this chapter shall be due and payable in monthly installments and remittance shall be made on or before ~~the thirtieth day~~ a payment due date established by the city finance director, in consultation with the mayor or his or her designee. The payment due date shall be no sooner than the fourteenth day of the month ~~next succeeding~~following the end of the month in which the tax accrued.

B. The payment due date may be amended from time to time when, in the determination of the finance director in consultation with the mayor or his/her designee, adjustment is

necessary to ensure adequate cash flow for the city or for other reasonable purposes, provided, at least thirty (30) days notice shall be given prior to any change in the due date. ~~C. upon such forms as the city clerk-treasurer shall prescribe.~~ At the ~~city clerk-treasurer~~ finance director's discretion, businesses may be assigned to a quarterly reporting period depending on the tax amount owing, with the payment due date to be established by the finance director.

Section 2. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 3. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the 16th day of July, 2009.

Passed by the City Council on the 16 day of July, 2009.

Mayor Howard Botts

ATTEST:

City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Effective Date: _____

Ordinance No. 09-916

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