



CITY OF BLACK DIAMOND
April 19, 2012 Meeting Agenda Revised
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 360-886-5700. Thank you for attending this evening.

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Proclamation – Autism Awareness Month

Mayor Olness

UNFINISHED BUSINESS:

- | | |
|--|----------------|
| 1.) AB12-018A – Resolution Authorizing Professional Services Agreement with Parametrix | Mr. Williamson |
| 2.) AB12-019A – Resolution Authorizing Professional Services Agreement with RH2 | Mr. Williamson |
| 3.) AB12-020A – Resolution Authorizing Professional Services Agreement with Henderson,
Young & Company | Mr. Williamson |

NEW BUSINESS:

- | | |
|--|----------------|
| 4.) AB12-021 – Ordinance Amending 2012 Budget | Ms. Miller |
| 5.) AB12-022 – Resolution Declaring Certain City Equipment as Surplus | Mr. Williamson |
| 6.) AB12-023 – Resolution Authorizing the Purchase of Two Fire Special Service Vehicles | Chief Smith |

DEPARTMENT REPORTS: Police

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 7.) **Claim Checks** – April 19, 2012 Check No. 38136 through No. 38200 in the amount of \$126,510.43
- 8.) **Payroll** – March 31, 2012 No. 17689 through No. 17711 and ACH Pay in the total amount of \$284,039.92
- 9.) **Minutes** – Council Meeting Minutes of April 5, 2012

EXECUTIVE SESSION: To discuss with Legal Counsel potential litigation pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

Office of the Mayor
Black Diamond, Washington



PROCLAMATION

WHEREAS, autism disorders are developmental disabilities that can cause social, communication, and behavioral challenges for affected children and adults; and

WHEREAS, as a spectrum disorder, symptoms can vary greatly in severity and affect each person uniquely; and

WHEREAS, in 2012, it is estimated that autism will affect 1 in 88 children, including 1 in 54 boys; and

WHEREAS, this year, more children will be diagnosed with autism than AIDS, diabetes, and cancer combined; and

WHEREAS, while there is no cure for autism and the cause is still unknown, it is well-documented that if these individuals receive treatment early in their lives, it is possible for them to lead significantly improved lives; and

WHEREAS, the total lifetime cost saving per individual who receives intensive early intervention can be as much as \$2 million; and

WHEREAS, the family members of children with autism are in great need of support to care for their loved ones, while also maintaining a healthy life for themselves; and

WHEREAS, the health and well-being of the residents of King County are enhanced as a direct result of increase awareness about autism;

NOW, THEREFORE, I, Rebecca Olness, Mayor of the City of Black Diamond, on behalf of the Black Diamond City Council, do hereby proclaim the month of April 2012, as

AUTISM AWARENESS MONTH

in the City of Black Diamond and encourage greater public awareness and education to the development of effective treatments and a cure for autism.

Rebecca Olness, Mayor

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 12-791, authorizing the Mayor to execute a contract with Parametrix to serve as the traffic engineering consultant to the MDRT	Agenda Date: April 19, 2012		AB12 – 018A
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Timeline: Two year contract w/60 day call	Comm. Dev. – Steve Pilcher	X	
Attachments: Resolution No. 12-791; proposed revised contract; affidavits of publication			
SUMMARY STATEMENT: <p>The Funding Agreement approved in conjunction with the two Development Agreements (DAs) for the approved Master Planned Developments (MPDs) of Lawson Hills and The Villages assumes that consultants will be hired to augment City staff in their work as the MPDS are implemented over time. There will be significant needs for traffic engineering assistance to help with review of specific implementing projects (plats, multifamily housing, commercial projects), plus the periodic running of the new traffic model at the 850 dwelling unit and subsequent dates.</p> <p>The City advertised in the Journal of Commerce, city website and official newspaper to solicit Statements of Qualifications from firms interested in performing this work. Only three firms submitted their qualifications; all were interviewed. The interview panel consisted of Councilmember Craig Goodwin, Public Works Director Seth Boettcher, Community Development Director Steve Pilcher, Associate Planner Stacey Welsh and Executive Director of Engineering Services Andy Williamson. The unanimous choice of the interview panel was to hire Parametrix, which prepared the EIS documents for the MPDs and currently provides on-call traffic consultant work for the remainder of the City.</p> <p>Per the terms of the DAs, all costs for consultants must be paid for by the Master Developer (Yarrow Bay). This contract is for two years and a 10-day termination provision is included, should the City decide to seek a different consultant or hire its own staff at a future date.</p> <p>As requested by Councilmember Benson the Professional Services Agreement has been revised to incorporate her concerns.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Councilmember Goodwin participated in the interview process; reviewed and approved by the Finance Committee on March 29, 2012 and again on April 12, 2012.			
RECOMMENDED ACTION: MOTION to adopt Resolution 12-791, authorizing the Mayor to execute a contract with Parametrix to serve as traffic engineering consultant to the MDRT			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
April 5, 2012	Motion to Postpone to April 19 Council Meeting	3-2 (Deady, Goodwin)	
April 19, 2012			

RESOLUTION NO. 12-791

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PARAMETRIX TO SERVE AS THE TRAFFIC ENGINEERING CONSULTANT TO THE MASTER DEVELOPMENT REVIEW TEAM.

WHEREAS, in 2010, the City Council approved Master Planned Development permits for The Villages and Lawson Hills MPDs; and

WHEREAS, in 2011, the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

WHEREAS, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners; and

WHEREAS, the Funding Agreement calls for the establishment of a Master Development Review Team (MDRT), to consist of City staff and outside consultants; and

WHEREAS, the City does not have on staff the full range of expertise to provide traffic engineering to meet the needs of the MDRT; and

WHEREAS, private firms providing traffic engineering services were invited to submit Statements of Qualifications for review and consideration; and

WHEREAS, after the three firms that submitted their qualifications were interviewed by a panel consisting of staff and one City Council member, the panel unanimously recommended Parametrix as the firm most capable of providing traffic engineering services as desired;

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

Section 1. The Mayor is hereby authorized to execute a contract with Parametrix to provide traffic engineering services for the MDRT, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19th DAY OF APRIL,
2012.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-5700 Fax : 360-886-2592

and

Parametrix ("Consultant")

1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

Contact: Dan McReynolds Phone: 253-604-6600 Fax: 253-604-6799

Tax Id No.: 91-0914810

for non-exclusive on-call professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional Traffic Analysis on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

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

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment

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

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

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately

accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to

property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

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

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

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

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

Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

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

With a copy to: Chris Bacha,
City Attorney
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Daniel L. McReynolds
Parametrix, Inc.
1019 39th Ave SE, Suite 100
Puyallup, WA 98374
Fax: 253-604-6799

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration

for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

By: _____

Rebecca Olness

Its: Mayor

Date: _____

CONSULTANT

By:  _____

Printed Name: Daniel L. McReynolds

Its: Principal

Date: 4-11-12

Attest:

By:

Brenda L. Martinez
City Clerk

EXHIBIT A

(General Scope of Work)

Traffic and Transportation Review Services General Scope of Services

- Traffic Impact Study review and findings
- Traffic Monitoring Report review and findings
- Traffic safety studies
- Travel demand forecasting and modeling
- Traffic operations modeling
- Intersection level of service analysis
- Roundabout evaluation
- Design concept review
- Sight distance evaluation
- Pedestrian and bicycle facility planning and design
- Transit facility planning and design
- Parking management and guidelines
- Code language and design standards review
- Traffic calming strategies review
- Coordination with City staff
- Attendance at City Council or public meetings or hearings

Exhibit B

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Task Name: _____	Phone: 360-886-5700
Consultant Project No.: _____	Fax: 360-886-2592
Consultant Contact Name: _____	
Consultant Phone: _____	
Consultant Fax: _____	

Scope of Task Request

Budget Estimate:

Task Request Approval:

City of Black Diamond:

_____ Written Name	_____ Title
_____ Signature	_____ Date

Consultant:

_____ Written Name	_____ Title
_____ Signature	_____ Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

Exhibit C

Parametrix Maximum Allowable Rates through

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$70	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$85	Planner I	10	\$90
CADD Operator III	11	\$115	Planner II	11	\$100
CADD Tech Lead	12	\$120	Planner III	12/13	\$120
CADD Supervisor	12	\$110	Planner IV	14	\$130
CADD Services Manager	14	\$125	Sr. Planner	15	\$150
			Sr. Planner	16	\$170
			Sr. Planner	17	\$190
Designer I	10	\$100			
Designer II	11	\$105	Jr. Scientist/Biologist	8	\$75
Designer III	12	\$120	Scientist/Biologist I	10	\$85
Designer III	13	\$135	Scientist/Biologist II	11	\$110
Designer IV	14	\$145	Scientist/Biologist III	12	\$115
Sr. Designer	15	\$150	Scientist/Biologist III	13	\$120
Sr. Designer	16/17	\$165	Scientist/Biologist IV	14	\$135
			Sr. Scientist/Biologist	15	\$150
Engineering Technician I	8	\$75	Sr. Scientist/Biologist	16	\$165
Engineering Technician II	9	\$85	Sr. Scientist/Biologist	17	\$175
Engineer I	10	\$95			
Engineer II	11	\$100	Environmental Technician I	8	\$85
Engineer III	12	\$115	Environmental Technician II	9	\$90
Engineer III	13	\$125	Environmental Technician III	10	\$100
Engineer IV	14	\$135			
Sr. Engineer	15	\$150	Jr. Toxicologist	8	\$75
Sr. Engineer	16	\$170	Toxicologist I	10	\$95
Sr. Engineer	17	\$190	Toxicologist II	11	\$105
Sr. Consultant	18	\$235	Toxicologist III	12/13	\$115
Sr. Consultant	19	\$250	Toxicologist IV	14	\$140
			Sr. Toxicologist	15/16	\$165
Jr. Surveyor	8	\$70	Sr. Toxicologist	17	\$210
Surveyor I	9	\$80			
Surveyor II	10	\$85	Hydrogeologist I	10	\$95
Surveyor III	11	\$110	Hydrogeologist II	11	\$100
Sr. Surveyor	12	\$115	Hydrogeologist III	12/13	\$115
Sr. Surveyor	13	\$140	Hydrogeologist IV	14	\$115
Survey Supervisor	14	\$145	Sr. Hydrogeologist	15	\$150
Regional Surveyor	18	\$165	Sr. Hydrogeologist	16	\$165
			Sr. Hydrogeologist	17	\$170
Construction Technician I	8/9	\$85			
Construction Technician II	10	\$90	GIS Technician	9/10	\$85
Construction Technician III	11	\$120	Sr. GIS Analyst	11	\$95
Construction Technician IV	12	\$135			
Construction Manager I	11	\$110	Graphic Artist	9	\$80
Construction Manager II	12	\$125	Sr. Graphic Artist	10	\$110
Construction Manager III	13	\$135			
Construction Manager IV	14	\$145	Technical Aide	7	\$70
Sr. Construction Manager	15	\$150	Sr. Technical Aide	8	\$75
Sr. Construction Manager	16	\$170	Project Coordinator	9	\$90
Sr. Construction Manager	17	\$175	Sr. Project Coordinator	10	\$95
Site Construction Manager	18	\$180	Project Controls Specialist	11	\$100
			Project Coordination Supervisor	11	\$100
Operations Manager	16	\$150			
Operations Manager	17	\$170	Project Accountant	8	\$80
Operations Manager	18	\$180	Project Accountant	9	\$85
Division Manager	16	\$165	Sr. Project Accountant	10	\$95
Division Manager	17	\$205	Sr. Accounting Specialist	10	\$100
Division Manager	18/19	\$235	Sr. Contract Administrator	11	\$115
Regional Division Manager	18/19	\$240			
Program Manager	18/19	\$250	Library Specialist	9	\$80
Program Manager	20	\$260	Librarian	11	\$85
Principal Consultant	19	\$270	Information Resource Manager	13	\$125
Principal Consultant	20	\$295	LAN Admin I	11	\$100
Project Delivery Officer	19	\$235	LAN Admin II	12	\$110
Principal	19/20	\$295	Sr. LAN Admin	13	\$105
			Office Clerk	4	\$55
Word Processor	7	\$65	Receptionist	6	\$60
Sr. Word Processor	8	\$75	Admin Assistant	6/7	\$65
Word Processing Specialist	9	\$95	Sr. Admin Assistant	8	\$70
Technical Editor	10	\$105	Sr. Admin Assistant	9	\$90
Word Proc Mgr/Editor	11	\$110	Office Administrator	10	\$95
Production Manager	12	\$130	Sr. Office Administrator	11	\$110
			Office Administrative Manager	12-14	\$130
Expert Witness		\$250			
Value Engineering		\$250			

Direct project expenses and reproduction costs are billed at cost plus 15%
Public hearing testimony services are billed at hourly rates plus 30%

STATE OF WASHINGTON – KING COUNTY

--SS.

280483
City of Black Diamond

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

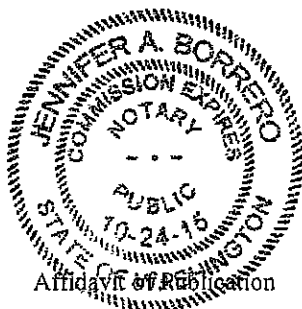
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CN:TRAFFIC ENGINEER.SVCS

was published on

02/01/12

The amount of the fee charged for the foregoing publication is the sum of \$ 192.70, which amount has been paid in full.



Subscribed and sworn to before me on

02/01/12

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Black Diamond Traffic Engineering Services

Submittal Date: Feb. 15

REQUEST FOR STATEMENTS OF

QUALIFICATIONS FOR TRAFFIC ENGINEERING SERVICES MASTER DEVELOPMENT REVIEW TEAM

The City of Black Diamond is soliciting interest from consulting firms with expertise in traffic impact analysis review, including review of preliminary plans, multifamily residential developments and commercial and other non-residential projects. All work will be related to the two Master Planned Developments (MPDs) that have been approved by the Black Diamond City Council.

NATURE OF WORK

The work to be performed by the CONSULTANT may consist of some or all of the following types of tasks, as directed by the City:

- Participation in preliminary meetings and other activities as a member of the Master Development Review Team (MDRT)

- Review of and preparation of written comments on submitted traffic impact analyses for compliance with City codes and standards and any applicable provisions of the approved MPDs.

- Coordination with other consulting professionals and staff of the MDRT

- Review of and preparation of written comments on periodic traffic monitoring reports.

SUBMITTAL REQUIREMENTS

Submittals should include the following information: Firm name, phone number and email contact address; Name of Principal-in-Charge and potential staff to perform work; provide a resume for each individual (excluded from total submittal length).

Submittals will be evaluated and ranked for an initial screening based on the following criteria: 1) Key personnel; 2) Firm's/assigned individual(s) experience in traffic impact analysis review for local government; 3) Ability to devote staff to on-going needs of the MDRT; 4) Familiarity with relevant codes and standards; 5) Familiarity with the conditions of approval of the two MPDs; and 6) past performance/references from other municipalities.

The City of Black Diamond encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit (5) five copies of your Statement of Qualifications to: Andy Williamson, Executive Director of Engineering Services, City of Black Diamond, P.O. Box 699, Black Diamond, WA 98010 by February 15, 2012, no later than 10:00 A.M. No electronic submittals. Submittals shall not exceed 10 pages, single sided.

No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Andy Williamson; awilliamson@ci-blackdiamond.wa.us

STATE OF WASHINGTON, COUNTY OF KING }
AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE

Linda M Mills, being first duly sworn on oath that she is the Legal Advertising Representative of the

**Covington/Maple Valley/
Black Diamond Reporter**

a weekly newspaper, which newspaper is a legal newspaper of general circulation and is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a weekly newspaper in King County, Washington. The Covington/Maple Valley/Black Diamond Reporter has been approved as a Legal Newspaper by order of the Superior Court of the State of Washington for King County.

The notice in the exact form annexed was published in regular issues of the Covington/Maple Valley/Black Diamond Reporter (and not in supplement form) which was regularly distributed to its subscribers during the below stated period. The annexed notice, at:

Public Notice

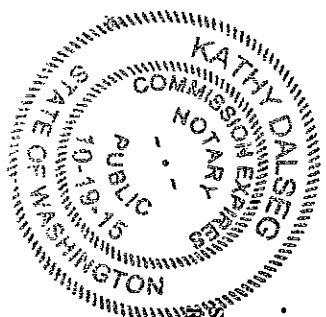
was published on February 3, 2012.

The full amount of the fee charged for said foregoing publication is the sum of \$176.25.

Linda M. Mills

Legal Advertising Representative, Covington/Maple Valley/Black Diamond Reporter Subscribed and sworn to me this 3rd day of February, 2012.

Kathy Dalseg
Kathy Dalseg, Notary Public for the State of Washington, Residing in Covington, Washington
P. O. Number:



CITY OF BLACK DIAMOND

**REQUEST FOR
STATEMENTS OF
QUALIFICATIONS**

**FOR TRAFFIC
ENGINEERING SERVICES
MASTER DEVELOPMENT
REVIEW TEAM**

The City of Black Diamond is soliciting interest from consulting firms with expertise in traffic impact analysis review, including review of preliminary plans, multifamily residential developments and commercial and other non-residential projects. All work will be related to the two Master Planned Developments (MPDs) that have been approved by the Black Diamond City Council.

NATURE OF WORK

The work to be performed by the CONSULTANT may consist of some or all of the following types of tasks, as directed by the City:

- Participation in preliminary meetings and other activities as a member of the Master Development Review Team (MDRT)
 - Review of and preparation of written comments on submitted traffic impact analyses for compliance with City codes and standards and any applicable provisions of the approved MPDs.
 - Coordination with other consulting professionals and staff of the MDRT
 - Review of and preparation of written comments on periodic traffic monitoring reports.
- SUBMITTAL REQUIREMENTS**
Submittals should include the

following information: Firm name, phone number and email contact address; Name of Principal-in-Charge and potential staff to perform work; provide a resume for each individual (excluded from total submittal length). Submittals will be evaluated and ranked for an initial screening based on the following criteria: 1) Key personnel; 2) Firm/assigned individual(s)' experience in traffic impact analysis review for local government; 3) Ability to devote staff to ongoing needs of the MDRT; 4) Familiarity with relevant codes and standards; 5) Familiarity with the conditions of approval of the two MPDs; and 6) past performance/references from other municipalities.

The City of Black Diamond encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit (5) five copies of your Statement of Qualifications to: Andy Williamson, Executive Director of Engineering Services, City of Black Diamond, P.O. Box 599, Black Diamond, WA 98010 by February 15, 2012, no later than 10:00 AM. No electronic submittals. Submittals shall not exceed 10 pages, single sided.

No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Andy Williamson, awilliamson@cityofblackdiamond.wa.us, Executive Director of Engineering Services. Published in Covington/Maple Valley/Black Diamond Reporter on February 3, 2012, #580551

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-5700 Fax : 360-886-2592

and

_____ ("Consultant")

Contact: _____ Phone: _____ Fax: _____

Tax Id No.: _____

for non-exclusive on-call professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

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

2. Schedule of Work

2.1 The City will issue on on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

2.3 Consultant is authorized to proceed with services upon ~~execution of this agreement~~ receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after _____ by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

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

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

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

~~☐ OTHER. _____~~

4. Payment

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

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

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. **— Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.**

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8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and ~~volunteers~~ agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Fax: 360-886-2592

With a copy to: Chris Bacha,
City Attorney
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant:

Fax:

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his/her designee(~~the contract Administrator~~) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. ~~Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator.~~ No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting

oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

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18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. ~~The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant.~~ The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The ~~Contractor-Consultant~~ warrants and represents that the ~~Contractor-Consultant~~ has not, nor has any other member, employee, representative, agent or officer of the ~~Contractor-Consultant~~, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Rebecca Olness

Its: Mayor

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

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EXHIBIT A

(General Scope of Work)

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EXHIBIT B

(On-Call Task Request Form)

EXHIBIT C

(Billing Rates and Reimbursable Expenses)

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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. 12-792, authorizing the Mayor to execute a contract with RH2 to serve as the civil engineering consultant to the MDRT	Agenda Date: April 19, 2012		AB12 – 019A
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Timeline: Two year contract w/60 day call	Comm. Dev. – Steve Pilcher	X	
Attachments: Resolution No. 12-792, proposed revised contract; affidavits of publication			
SUMMARY STATEMENT: <p>The Funding Agreement approved in conjunction with the two Development Agreements (DAs) for the approved Master Planned Developments (MPDs) of Lawson Hills and The Villages assumes that consultants will be hired to augment City staff in their work as the MPDS are implemented over time. There will be significant needs for civil engineering assistance to help with review of specific implementing projects (plats, multifamily housing, commercial projects), plus major infrastructure improvements such as a water and sewer line extensions.</p> <p>The City advertised in the Journal of Commerce, city website and official newspaper to solicit Statements of Qualifications from firms interested in performing this work. A total of 14 firms submitted their qualifications; four were chosen to be interviewed. The interview panel consisted of Councilmember Ron Taylor, Public Works Director Seth Boettcher, Community Development Director Steve Pilcher and Executive Director of Engineering Services Andy Williamson. The unanimous choice of the interview panel was to hire RH2, which has previously assisted staff in its review of the MPD proposals, DAs and other public works matters.</p> <p>Per the terms of the DAs, all costs for consultants must be paid for by the Master Developer (Yarrow Bay). This contract is for two years and a 10-day termination provision is included, should the City decide to seek a different consultant or hire its own staff at a future date.</p> <p>As requested by Councilmember Benson the Professional Services Agreement has been revised to incorporate her concerns.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Councilmember Taylor participated in the interview process; reviewed and approved by the Finance Committee on March 29, 2012 and again April 12, 2012.			
RECOMMENDED ACTION: MOTION to adopt Resolution 12-792, authorizing the Mayor to execute a contract with RH2 to serve as civil engineering consultant to the MDRT.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
April 5, 2012	Motion to Postpone to April 19 Council Meeting.	3-2 (Deady, Goodwin)	
April 19, 2012			

RESOLUTION NO. 12-792

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RH2 TO SERVE AS THE CIVIL ENGINEERING CONSULTANT TO THE MASTER DEVELOPMENT REVIEW TEAM.

WHEREAS, in 2010, the City Council approved Master Planned Development permits for The Villages and Lawson Hills MPDs; and

WHEREAS, in 2011, the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

WHEREAS, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners; and

WHEREAS, the Funding Agreement calls for the establishment of a Master Development Review Team (MDRT), to consist of City staff and outside consultants; and

WHEREAS, the City does not have on sufficient staff resources to provide civil engineering services to meet the needs of the MDRT; and

WHEREAS, private firms providing civil engineering services were invited to submit Statements of Qualifications for review and consideration; and

WHEREAS, a panel consisting of staff and one City Council member reviewed the submittals, subsequently interviewed four firms and then unanimously recommended RH2 as the firm most capable of providing civil engineering services as desired;

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

Section 1. The Mayor is hereby authorized to execute a contract with RH2 to provide civil engineering services for the MDRT, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19th DAY OF APRIL,
2012.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated April 11th, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-5700 Fax : 360-886-2592

and

RH2 ENGINEERING, INC. (the "Consultant")

Physical Address: 22722 29th Drive SE, Suite 210

Bothell, WA 98021

Mailing Address: same as above

Contact: Dan Ervin, P.E. Phone: 425-951-5400 Fax: 425-951-5401

Tax Id No.: 91-1108443

for non-exclusive on-call professional services in connection with the following project:

City of Black Diamond Master Development Review Team.

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional engineering on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

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

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

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy

Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

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

With a copy to: Chris Bacha,
City Attorney
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Dan Ervin, P.E.
Vice President
RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
Fax: 425-951-5401

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his/her designee(the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or

anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

By: _____

Rebecca Olness

Its: Mayor

Date: _____

Attest:

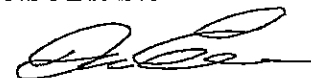
By:

Brenda L. Martinez

City Clerk

CONSULTANT

By:



Dan Ervin, P.E.

Its: Vice President

Date: April 11th, 2012

EXHIBIT A
Scope of Work
City of Black Diamond
Master Development Review Team

March 2012

Background

The Master Development Review Team (MDRT) is a dedicated team of personnel operating within the City of Black Diamond (City) to permit Master Planned Development projects within the City. The MDRT duties and obligations are described in the Development Agreements for the Villages and Lawson Hills, and in the MDRT Funding Agreement between Black Diamond and Yarrow Bay Communities. The MDRT is composed of City staff and contract staff.

RH2 Engineering, Inc., (RH2) is a contract member of the MDRT.

The MDRT is designed to be dynamic and flexible and evolve as needed to facilitate the City's role as a regulator in major development projects. The character and amount of work will vary, from time to time, and this Agreement implies a commitment by RH2 to maintain schedule and personnel flexibility and provide a superior level of professional service. The benchmark for performance evaluations will be established by the City, and these criteria may be subject to change as the MDRT evolves and as the development projects progress.

Some work tasks are anticipated, and those tasks are listed below. Other unanticipated tasks will emerge as the development projects mature and as the MDRT evolves. Unanticipated work will be performed under the most appropriate task listed below or authorized by letter agreement or email directive from the City.

The following tasks are not intended to imply chronological order, but rather serve as general categories of work:

Task 1 – Permit Review

1.1 Review permit applications and other applicant submittals in compliance with: 1) Villages and Lawson Hills Development Agreements, 2) City Municipal Code and Standards, 3) applicable state statutes and requirements, and 4) any other documents or regulations governing the work. It is anticipated that most of the permit submittals will be preliminary plats, site development permits or utility permits for water, sewer, stormwater and street work improvements. The permits and submittals will generally be reviewed for the following items, if applicable:

- Check the general plan layout for ease of interpretation and lack of ambiguity and comment on ways to improve layout if necessary;
- Check the completeness of the design for construction and inspection purposes;
- Perform a check of the supporting engineering calculations;
- Check for compliance with the governing agreement and the applicable minimum design standards, and check for compliance with the generally accepted engineering standard of care;

- Cross-check for conflicts and ambiguities in the design plans and with previous permit approvals;
 - Perform simple value engineering and identify areas for design simplification or cost reduction;
 - Cross check specifications for conflicts and ambiguities;
 - Check reference materials for validity;
 - Check record materials for completeness and the ability to retrace the design process in the future.
- 1.2 Comply with the schedules identified by the City.
- 1.3 Perform any other services as directed by the City.

Task 2 – Conceptual and Collaborative Design

- 2.1 Provide conceptual planning and design services for utilities and infrastructure in collaboration with City staff. Maintain a presence at the City's design meetings to exert a positive influence on the maintainability of the improvements and the quality of the design. Search for and implement ways to improve plans and designs.
- 2.2 Provide primary design services as directed by the City, on behalf of the City.
- 2.3 Perform any other services as directed by the City.

Task 3 – Services During Construction

- 3.1 Provide on-call field inspection services to assist and supplement the experience and resources of City staff. Make periodic site visits at City discretion to maintain a working knowledge of project constraints, requirements, and character.
- 3.2 Perform any other services as directed by the City.

Task 4 – As-Built Review

- 4.1 Facilitate delivery of as-built construction records from the appropriate design teams to Public Works. Check records for compliance with published as-built requirements and accept or reject records as appropriate. Develop new as-built requirements, from time to time, as requested by the City in accordance with City goals and objectives. Check design team compliance with any Washington State professional engineering standards.
- 4.2 Perform any other services as directed by the City.

Task 5 – Testing, Acceptance, and Bonding

- 5.1 Provide facility and utility field testing services to assure that improvements meet the requirements of applicable approved construction plans.
- 5.2 Review and recommend acceptance or rejection (as appropriate) of the permitted utilities and facilities as required in the City's Municipal Code.

- 5.3 Review and accept bonding amounts and certifications for performance bonds and maintenance bonds.
- 5.4 Perform any other services as directed by the City.

Task 6 – Compliance Tracking

- 6.1 Develop and maintain a tracking system to assure compliance with the Development Agreements. Track the following items, including but not limited to: water conservation, impervious area limitations, sewage interceptor capacity, traffic capacity and level of service, and phosphorus discharge.
- 6.2 Perform any other services as directed by the City.

Task 7 – Project Management

- 7.1 Attend meetings, as necessary and as directed by the City, to assure compliance with the Development Agreements and this Scope of Work.
- 7.2 Provide quality control and maintain quality assurance (QA/QC) procedures for RH2 work products. Meet and coordinate with MDRT members as necessary to maintain the QA/QC objectives, meet the schedule requirements and comply with the minimum design and review standards. Provide input as requested to the City regarding the work and progress of RH2 project staff.
- 7.3 Maintain complete and efficient working files of RH2's project activities.
- 7.4 Provide timely and accurate billing invoices and billing records for RH2 and for related subconsultant work.
- 7.5 Provide and maintain an administrative structure that allows efficient access to RH2's project staff members who work on MDRT projects. Maintain sufficient workload flexibility to meet the dynamic workload needs of the MPDs.
- 7.6 Perform any other services as directed by the City.

Task 8 – Engineering Report Review

- 8.1 Review reports and documents created by others for compliance with the Development Agreements and City Municipal Code.
- 8.2 Summarize the work and reports as necessary for presentation to other City departments, City staff or the public regarding reports in support of permits or other development actions.
- 8.3 Provide peer-review services through subconsultants as requested by the City.
- 8.4 Perform any other services as directed by the City.

Task 9 – Liaison with Other Departments

- 9.1 Meet with other City departments and regional agencies as requested by the City to share information and maintain a cooperative working environment.
- 9.2 Perform any other services as directed by the City.

Task 10 – Agency Coordination

- 10.1 Meet with other Agencies as directed by City and assist in developing collaborative and complimentary solutions to City/Regional issues (i.e. sewage conveyance, service area limits, sustainable permitting, etc.). Develop briefing materials for City staff as appropriate and provide data identifying lifecycle cost impacts, LOS impacts, regulatory impacts, and other pertinent data or evaluations requested by the City.

Exhibit B

City of Black Diamond On-Call Task Request

Date:	_____	City Staff Contact:	_____
Task Name:	_____	Phone:	360-886-5700
Consultant Project No.:	_____	Fax:	360-886-2592
Consultant Contact Name:	_____		
Consultant Phone:	_____		
Consultant Fax:	_____		

Scope of Task Request

Budget Estimate:

Task Request Approval:

City of Black Diamond:

_____	_____
Written Name	Title
_____	_____
Signature	Date

Consultant:

_____	_____
Written Name	Title
_____	_____
Signature	Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

EXHIBIT C
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

2012 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$199.00	Technician	IV	\$127.00
Professional	VIII	\$199.00	Technician	III	\$119.00
Professional	VII	\$191.00	Technician	II	\$88.00
			Technician	I	\$83.00
Professional	VI	\$177.00			
Professional	V	\$168.00	Administrative	V	\$118.00
Professional	IV	\$158.00	Administrative	IV	\$98.00
			Administrative	III	\$84.00
Professional	III	\$148.00	Administrative	II	\$68.00
Professional	II	\$137.00	Administrative	I	\$57.00
Professional	I	\$125.00			

IN-HOUSE SERVICES

In-house copies (ench)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

STATE OF WASHINGTON – KING COUNTY

--SS.

280484
City of Black Diamond

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

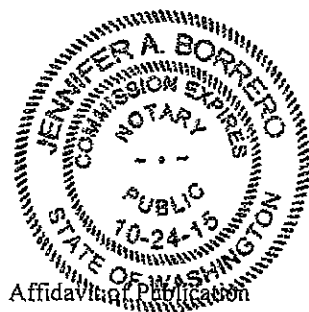
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a


CN:CIVIL ENGINEER.SVCS

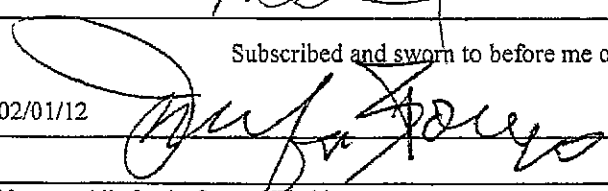
was published on

02/01/12

The amount of the fee charged for the foregoing publication is the sum of \$ 196.80, which amount has been paid in full.





Subscribed and sworn to before me on
02/01/12 

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Black Diamond Civil Engineering Services

Submittal Date: Feb. 15

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CIVIL ENGINEERING SERVICES MASTER DEVELOPMENT REVIEW TEAM

The City of Black Diamond is soliciting interest from consulting firms with expertise in civil plan review and construction inspection, including review of short, preliminary and final plats; final engineering plans for both residential and commercial projects and utility extensions; and engineering inspection of projects under construction. All work will be related to the two Master Planned Developments (MPDs) that have been approved by the Black Diamond City Council.

NATURE OF WORK

The work to be performed by the CONSULTANT may consist of some or all of the following types of tasks, as directed by the City:

- Participation in preliminary design meetings and other activities as a member of the Master Development Review Team (MDRT)

- Review of and preparation of written comments on submitted engineering drawings for compliance with City codes and standards and any applicable provisions of the approved MPDs.

- Coordination with other consulting professionals and staff of the MDRT

- On-site inspection during construction of individual engineering projects

SUBMITTAL REQUIREMENTS

Submittals should include the following information: Firm name, phone number and email contact address; Name of Principal-in-Charge and potential staff to perform work (excluding inspectors); provide a resume for each individual (excluded from total submittal length). Submittals will be evaluated and ranked for an initial screening based on the following criteria: 1) Key personnel; 2) Firm's/assigned individual(s) experience in engineering review.

State of Washington, King County

City of Black Diamond Civil Engineering Services

Submittal Date: Feb. 15

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CIVIL ENGINEERING SERVICES MASTER DEVELOPMENT REVIEW TEAM

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The City of Black Diamond encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit (5) five copies of your Statement of Qualifications to: Andy Williamson, Executive Director of Engineering Services, City of Black Diamond, P.O. Box

599, Black Diamond, WA 98010 by February 15, 2012, no later than 10:00 AM. No electronic submittals. Submittals shall not exceed 10 pages, single sided.

No submittals will be accepted after that date and time. Any questions regarding this proj-

STATE OF WASHINGTON, COUNTY OF KING }
AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE

Linda M Mills, being first duly sworn on oath that she is the Legal Advertising Representative of the

**Covington/Maple Valley/
Black Diamond Reporter**

a weekly newspaper, which newspaper is a legal newspaper of general circulation and is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a weekly newspaper in King County, Washington. The Covington/Maple Valley/Black Diamond Reporter has been approved as a Legal Newspaper by order of the Superior Court of the State of Washington for King County.

The notice in the exact form annexed was published in regular issues of the Covington/Maple Valley/Black Diamond Reporter (and not in supplement form) which was regularly distributed to its subscribers during the below stated period. The annexed notice, at:

Public Notice

was published on February 3, 2012.

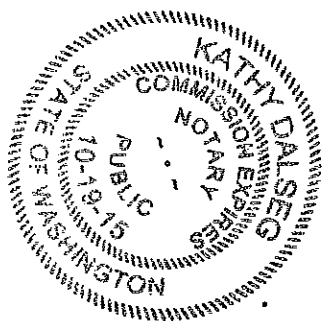
The full amount of the fee charged for said foregoing publication is the sum of \$179.70.


Linda M. Mills

Legal Advertising Representative, Covington/Maple Valley/Black Diamond Reporter Subscribed and sworn to me this 3rd day of February, 2012.


Kathy Dalseg

Notary Public for the State of Washington, Residing in Covington, Washington
P. O. Number:



**CITY OF BLACK DIAMOND
REQUEST FOR
STATEMENTS OF
QUALIFICATIONS
FOR CIVIL ENGINEERING
SERVICES
MASTER DEVELOPMENT
REVIEW TEAM**

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**SUBMITTAL
REQUIREMENTS**

Submittals should include the following information: Firm name, phone number and email contact address; Name of Principal-in-Charge and potential staff to perform work (excluding inspectors); provide a resume for each individual (excluded from total submittal length). Submittals will be evaluated and ranked for an initial screening based on the following criteria: 1) Key personnel; 2) Firm's assigned individual(s)' experience in engineering review, particularly for local government; 3) Ability to devote staff to on-going needs of the MDRT; 4) Familiarity with relevant codes and standards; and 5) past performance/references from other municipalities.

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No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Andy Williamson, awilliamson@blackdiamond.wa.us, Executive Director of Engineering Services. Published in Covington/Maple Valley/Black Diamond Reporter on February 3, 2012. #580528.

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-5700 Fax : 360-886-2592

and

_____ ("Consultant")

Contact: _____ Phone: _____ Fax: _____

Tax Id No.: _____

for non-exclusive on-call professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

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

2. Schedule of Work

2.1 The City will issue on on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

2.3 Consultant is authorized to proceed with services upon ~~execution of this agreement~~ receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after _____ by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

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

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

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

~~☐ **OTHER.** _____~~

4. Payment

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

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

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. **— Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.**

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

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and ~~volunteers-agents~~ harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Fax: 360-886-2592

With a copy to: Chris Bacha,
City Attorney
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: _____

Fax: _____

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his/her designee(~~the contract Administrator~~) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. ~~Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator.~~ No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting

oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

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18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. ~~The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant.~~ The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The ~~Contractor-Consultant~~ warrants and represents that the ~~Contractor-Consultant~~ has not, nor has any other member, employee, representative, agent or officer of the ~~Contractor-Consultant~~, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Rebecca Olness

Its: Mayor

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

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EXHIBIT A

(General Scope of Work)

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EXHIBIT B

(On-Call Task Request Form)

EXHIBIT C

(Billing Rates and Reimbursable Expenses)

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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. 12-793, authorizing the Mayor to execute a contract with Henderson & Young to serve as the municipal fiscal analysis consultant to the MDRT	Agenda Date: April 19, 2012		AB12 -020A
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: variable	Comm. Dev. – Steve Pilcher	X	
Fund Source: pass-through expense to YB			
Timeline: Two year contract w/60 day call			
Attachments: Resolution No. 12-793, proposed revised contract; affidavits of publication			
SUMMARY STATEMENT: The Funding Agreement approved in conjunction with the two Development Agreements (DAs) for the approved Master Planned Developments (MPDs) of Lawson Hills and The Villages assumes that consultants will be hired to augment City staff in their work as the MPDS are implemented over time. Section 13.6 of the two DAs provides the basic structure of how the periodic fiscal analyses are to be performed. The first one must be completed in conjunction with the processing of The Villages Phase 1A preliminary plat. The City advertised in the Journal of Commerce, city website and official newspaper to solicit Statements of Qualifications from firms interested in performing this work. A total of 4 firms submitted their qualifications; three were chosen to be interviewed. The interview panel consisted of Councilmember Joe May, Finance Director May Miller, Community Development Director Steve Pilcher and Executive Director of Engineering Services Andy Williamson. The unanimous choice of the interview panel was to hire Henderson & Young, which has performed fiscal analysis work in the past for the City. Per the terms of the DAs, all costs for consultants must be paid for by the Master Developer (Yarrow Bay). This contract is for two years and a 10-day termination provision is included, should the City decide to seek a different consultant at a future date. As requested by Councilmember Benson the Professional Services Agreement has been revised to incorporate her concerns.			
COMMITTEE REVIEW AND RECOMMENDATION: Councilmember May participated in the interview process; reviewed by the Finance Committee on March 29, 2012 and again on April 12, 2012.			
RECOMMENDED ACTION: MOTION to adopt Resolution 12-793, authorizing the Mayor to execute a contract with Henderson & Young to serve as municipal fiscal analysis consultant to the MDRT.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
April 5, 2012	Motion to Postpone to April 19 Council Meeting	3-2 (Deady, Goodwin)	
April 19, 2012			

RESOLUTION NO. 12-793

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH HENDERSON & YOUNG TO SERVE AS THE
MUNICIPAL FISCAL ANALYSIS CONSULTANT TO THE
MASTER DEVELOPMENT REVIEW TEAM.**

WHEREAS, in 2010, the City Council approved Master Planned Development permits for The Villages and Lawson Hills MPDs; and

WHEREAS, in 2011, the City Council approved Development Agreements for The Villages and Lawson Hills MPDs; and

WHEREAS, as part of its consideration and approval of the Development Agreements, the City also entered into a new Funding Agreement with BD Village Partners and BD Lawson Partners; and

WHEREAS, the Funding Agreement calls for the establishment of a Master Development Review Team (MDRT), to consist of City staff and outside consultants; and

WHEREAS, the City does not have on staff the full range of expertise to provide municipal fiscal analysis to meet the needs of the MDRT; and

WHEREAS, private firms providing municipal fiscal analysis services were invited to submit Statements of Qualifications for review and consideration; and

WHEREAS, a panel consisting of staff and one City Council member reviewed the submittals, subsequently interviewed three firms and then unanimously recommended Henderson & Young as the firm most capable of providing municipal fiscal analysis services as desired;

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

Section 1. The Mayor is hereby authorized to execute a contract with Henderson & Young to provide municipal fiscal analysis services for the MDRT, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19th DAY OF APRIL,
2012.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Andrew Williamson Phone: 360-886-5700 Fax : 360-886-2592

and

Henderson, Young & Company ("Consultant")

8060 – 165th Ave. NE, Suite 220

Redmond, WA 98052

Contact: Randall Young Phone: 425-869-1786 Fax: 425-869-5669

Tax Id No.: 84-0780133

for non-exclusive on-call professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional municipal fiscal analysis on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

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

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

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

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With a copy to: Chris Bacha,
City Attorney
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Randall Young, President
Henderson, Young & Company
8060 – 165th Ave. NE, Suite 220
Redmond, WA 98052
Fax: 425-869-5669

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his/her designee(the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

By: _____

Rebecca Olness

Its: Mayor

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

CONSULTANT

By: _____

Printed Name: Randall L. Young

Its: President

Date: Apr. 11, 2012

EXHIBIT A

General Scope of Work

The Consultant will provide municipal fiscal analysis services to the City for the benefit of the City, including but not limited to the following services:

1. Research, analysis and recommendation of comparable cities to be used in fiscal impact analysis.
2. Review and evaluation of each fiscal impact analysis submitted by the Master Developer, including evaluation of the consistency of the Master Developer's fiscal impact analysis with the requirements of the Development Agreements, and the specific methodologies, data, assumptions, calculations, spreadsheets and conclusions provided by the Master Developer.
3. Monitor changes in municipal finance caused by new laws, voter initiatives, regulations, court decisions, and best practices and advise the City when changes effect the fiscal analysis of the City.
4. Preparation of annual review of projections of fiscal analysis compared to the City's budget.
5. Preparation of payment schedule for funding of any deficits.
6. Preparation of reports, memos, and presentations of the results of municipal fiscal analyses reviews, evaluations, and recommendations prepared by Consultant.
7. Preparation for and participation in meetings of MDRT and the Master Developer
8. Preparation for and participation in meetings of the MDRT, Planning Commission, and/or City Council.
9. Preparation for and participation in other meetings that the City authorizes Consultant to attend.
10. Provide expert testimony.
11. Other municipal fiscal analysis services requested by the City.

As provided by Section 2.1 of this Agreement, the municipal fiscal analysis services to be provided to the City by the Consultant shall be identified in on-call task requests for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

EXHIBIT B

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Task Name: _____	Phone: 360-886-5700
Consultant Project No.: _____	Fax: 360-886-2592
Consultant Contact Name: _____	
Consultant Phone: _____	
Consultant Fax: _____	

Scope of Task Request	
Budget Estimate:	
Task Request Approval:	
City of Black Diamond:	
_____	_____
Written Name	Title
_____	_____
Signature	Date
Consultant:	
_____	_____
Written Name	Title
_____	_____
Signature	Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

EXHIBIT C

Billing Rates and Reimbursable Expenses

Henderson,
Young &
Company

**RATE SCHEDULE
2012**

Category	Rate	
Principal	\$215.00	per hour
Associate	\$165.00	per hour
Support	\$ 75.00	per hour
Mileage	\$0.50	per mile
Miscellaneous	At Cost	

STATE OF WASHINGTON – KING COUNTY

--SS.

280485
City of Black Diamond

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

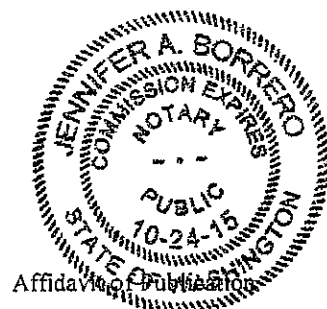
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CN:MUNICIP.FISCAL ANALYSI

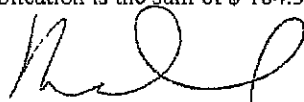
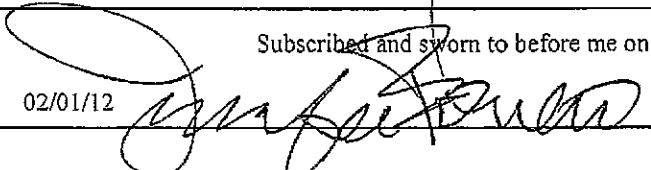
was published on

02/01/12

The amount of the fee charged for the foregoing publication is the sum of \$ 184.50, which amount has been paid in full.



Affidavit of Publication


Subscribed and sworn to before me on
02/01/12 
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Black Diamond

Municipal Fiscal Analysis Services

Submission Date: Feb. 15

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR MUNICIPAL FISCAL ANALYSIS SERVICES MASTER DEVELOPMENT REVIEW TEAM

The City of Black Diamond is soliciting interest from consulting firms with expertise in fiscal analysis for local governments. Specifically, the City is seeking firms that have expertise in analyzing the impact of development upon municipal services. All work will be related to the two Master Planned Developments (MPDs) that have been approved by the Black Diamond City Council and which are required to mitigate their fiscal impacts.

NATURE OF WORK

The work to be performed by the CONSULTANT may consist of some or all of the following types of tasks, as directed by the City:

- Participation as a member of the Master Development Review Team (MDRT)

- Review of and preparation of written comments on submitted fiscal analyses associated with individual implementing projects (i.e., preliminary plats) within the MPDs.

- Review and preparation of written comments on submitted periodic fiscal analyses as required for the MPDs.

SUBMITTAL REQUIREMENTS

Submittals should include the following information: Firm name, phone number and email contact address; Name of Principal-in-Charge and potential staff to perform work; provide a resume for each individual (excluded from total submittal length). Submittals will be evaluated and ranked for an initial screening based on the following criteria: 1) Key personnel; 2) Firm's/assigned individual's experience in municipal fiscal analysis; 3) Ability to devote staff to on-going needs of the MDRT; 4) Familiarity with the conditions of approval of the two MPDs; and 5) past performance/references from other municipalities.

The City of Black Diamond encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit (5) five copies of your Statement of Qualifications to: Andy Williamson, Executive Director of Engineering Services, City of Black Diamond, P.O. Box 599, Black Diamond, WA 98010 by February 15, 2012, no later than 10:00 AM. No electronic submittals. Submittals shall not exceed 10 pages, single sided.

No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Andy Williamson, awilliamson@cityofblackdiamond.wa.us, Executive Director of Engineering Services.

Date of publication in the Seattle Daily Journal of Commerce, February 1, 2012.

STATE OF WASHINGTON, COUNTY OF KING }
AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE

Linda M Mills, being first duly sworn on oath that she is the Legal Advertising Representative of the

**Covington/Maple Valley/
Black Diamond Reporter**

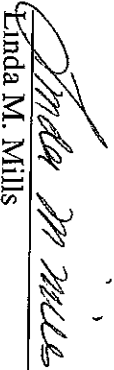
a weekly newspaper, which newspaper is a legal newspaper of general circulation and is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a weekly newspaper in King County, Washington. The Covington/Maple Valley/Black Diamond Reporter has been approved as a Legal Newspaper by order of the Superior Court of the State of Washington for King County.

The notice in the exact form annexed was published in regular issues of the Covington/Maple Valley/Black Diamond Reporter (and not in supplement form) which was regularly distributed to its subscribers during the below stated period. The annexed notice, a:

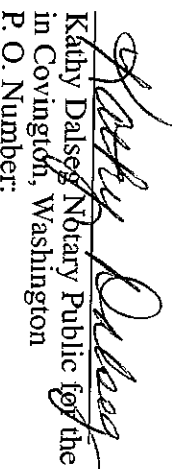
Public Notice

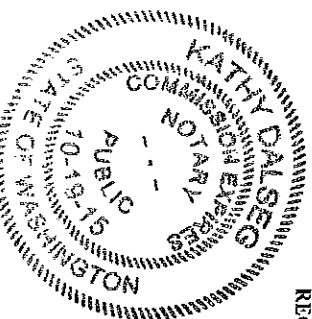
was published on February 3, 2012.

The full amount of the fee charged for said foregoing publication is the sum of \$165.90.


Linda M. Mills

Legal Advertising Representative, Covington/Maple Valley/Black Diamond Reporter Subscribed and sworn to me this 3rd day of February, 2012.


Kathy Dalseg, Notary Public for the State of Washington, Residing in Covington, Washington
P. O. Number:



**CITY OF BLACK DIAMOND
REQUEST FOR
STATEMENTS OF
QUALIFICATIONS
FOR MUNICIPAL FISCAL
ANALYSIS SERVICES
MASTER DEVELOPMENT
REVIEW TEAM**

The City of Black Diamond is soliciting interest from consulting firms with expertise in fiscal analysis for local governments. Specifically, the City is seeking firms that have expertise in analyzing the impact of development upon municipal services. All work will be related to the two Master Planned Developments (MPDs) that have been approved by the Black Diamond City Council and which are required to mitigate their fiscal impacts.

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The work to be performed by the CONSULTANT may consist of some or all of the following types of tasks, as directed by the City:

- Participation as a member of the Master Development Review Team (MDRT)
- Review of and preparation of written comments on submitted fiscal analyses associated with individual implementing projects (i.e., preliminary plans) within the MPDs.
- Review and preparation of written comments on submitted periodic fiscal analyses as required for the MPDs.

**SUBMITTAL
REQUIREMENTS**

Submittals should include the following information: Firm name, phone number and email contact address; Name of Principal-in-Charge and potential staff to perform work; provide a resume for each individual (excluded from total submittal length). Submittals will be evaluated and ranked for an initial screening based on the following criteria: 1) Key personnel; 2) Firm's assigned individual(s)' experience in municipal fiscal analysis; 3) Ability to devote staff to on-going needs of the MDRT; 4) Familiarity with the conditions of approval of the two MPDs; and 5) past performance/references from other municipalities.

The City of Black Diamond encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit (5) five copies of your Statement of Qualifications to: Andy Williamson, Executive Director of Engineering Services, City of Black Diamond, P.O. Box 599, Black Diamond, WA 98010 by February 15, 2012, no later than 10:00 AM. No electronic submittals. Submittals shall not exceed 10 pages, single sided.

No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Andy Williamson, awilliamson@ci.blackdiamond.wa.us, Executive Director of Engineering Services. Published in Covington/Maple Valley/Black Diamond Reporter on February 3, 2012. #580560.

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-5700 Fax : 360-886-2592

and

_____ ("Consultant")

Contact: _____ Phone: _____ Fax: _____

Tax Id No.: _____

for non-exclusive on-call professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

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

2. Schedule of Work

2.1 The City will issue on on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

2.3 Consultant is authorized to proceed with services upon ~~execution of this agreement~~ receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after _____ by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

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

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

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

~~☐ OTHER. _____~~

4. Payment

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

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

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. **— Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.**

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8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and ~~volunteers~~ agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Fax: 360-886-2592

With a copy to: Chris Bacha,
City Attorney
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: _____

Fax: _____

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his/her designee(~~the contract Administrator~~) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. ~~Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator.~~ No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting

oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

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18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. ~~The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant.~~ The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The ~~Contractor-Consultant~~ warrants and represents that the ~~Contractor-Consultant~~ has not, nor has any other member, employee, representative, agent or officer of the ~~Contractor-Consultant~~, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Rebecca Olness

Its: Mayor

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

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EXHIBIT A

(General Scope of Work)

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EXHIBIT B

(On-Call Task Request Form)

EXHIBIT C

(Billing Rates and Reimbursable Expenses)

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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance No. 12-975, amending the 2012 Budget Ordinance No. 11-972 to reflect changes in revenues and expenditures	Agenda Date: April 19, 2012	
	AB12-021	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	X
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact: \$1,693,946	Police – Jamey Kiblinger	
Fund Source: Various	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Steve Pilcher	

Attachments: Ordinance No. 12-975; Detailed Worksheets

SUMMARY STATEMENT:

Washington State Law requires that municipal budgets be amended by the City Council when expenditures are higher than budgeted amounts, or when budget authority is exhausted from any particular fund or when carry-over projects need to be added to the current year budget. The law does not require budget amendments for reductions, but those adjustments are included as it makes clearer reporting and preparation of trend information.

This technical housekeeping budget change is the first adjustment for 2012 and equals \$1,693,946. The budget change adjusts budgeted beginning Cash and Investment amount that were estimated when the 2012 budget process began in August of 2011. The beginning Cash and Investment balances are trued-up or adjusted to the actual amounts as of January 1, 2012.

The primary other budget adjustments of \$1,275,576 or 75% are to carry over both revenue and expenditures remaining from capital projects from 2011.

The General Fund includes a budget reduction of the Sales Tax revenue from \$292,000 to \$270,000. Sales Tax trend has shown a decrease during the first three months primarily due to some Black Diamond businesses that were closed or had reduced hours during the winter and spring. The General Fund also includes a net \$31,312 budget adjustment as a result of establishing the Master Development Review Team (MDRT) as a requirement of the Funding Agreement. An attached worksheet shows the reallocation of staffing within departments. The \$30,312 is primarily due to increased operating costs for MDRT for advertising, postage, vehicle gas and maintenance, supplies, travel, training and memberships and other miscellaneous adjustments. Also included is \$125,000 that will be needed to purchase three vehicles per the agreement. If all three vehicles are not needed in 2012, the balance will be carried over into the next budget year. The increased operating costs and vehicle costs will be covered by reimbursement from the developer per the Funding Agreement. Their budgets are required to be established per Exhibit N (Funding Agreement) of the Development Agreement. A budget change for the General Fund budget is also carrying over the balance of the two Marine grants for the Police Department. The final General Fund budget change adds \$2,000 needed to replace

a broken folding machine at City Hall.

All other changes are either minor technical corrections or are explained above with the exception of the budget needed by Public Works to add budgets for a utility trailer and a sander/snow plow that were missed during last year's budget cycle.

All budget changes are covered by revenue or ending fund balance in each fund.

COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee reviewed the budget changes at their April 12, 2012 meeting and recommended approval.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 12-975, amending the 2012 Budget Ordinance No. 11-972 to reflect changes in revenues and expenditures.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 19, 2012		

ORDINANCE NO. 12-975

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE BUDGET FOR CALENDAR YEAR 2012 AS ADOPTED BY ORDINANCE 11-972 BY MEANS OF APPROPRIATIONS, ADJUSTMENTS AND TRANSFERS WITHIN VARIOUS FUNDS IN ACCOUNTS IN THE 2012 BUDGET.

WHEREAS, the amounts of dollars actually received within the accounts of various funds in the 2012 budget vary from the amounts set forth in Ordinance No. 11-972; and

WHEREAS, it is necessary to make adjustments to those accounts and/or funds by means of appropriation adjustments and transfers to the 2012 Budget;

WHEREAS, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 2 of Ordinance 11-972 is hereby amended with the following additions and reductions:

Fund #	Fund Title	Budget Amendment
Fund 001	General Fund	597,016
Fund 101	Street Fund	17,518
Fund 104	REET I	4,139
Fund 105	REET II	(42,340)
Fund 310	General Govt CIP Fund	565,333
Fund 320	Public Works CIP Fund	313,827
Fund 401	Water Fund	(30,699)
Fund 402	Water Supply Facility Fund	210,462
Fund 404	Water Capital Fund	(109,014)
Fund 407	Wastewater Fund	(10,809)
Fund 408	Wastewater Capital Fund	90,378
Fund 410	Stormwater Fund	68,275
Fund 510	Equipment Replacement Fund	19,860
Total Budget Amendment		1,693,946

Section 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced this 19th day of April, 2012.

Passed by a majority of the City Council at a meeting held on the 19th day of April 2012.

Mayor Rebecca Olness

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Chris Bacha, City Attorney

Published: _____

Posted: _____

Effective Date: _____

April 2012 Budget Amendment Summary

A. Estimated Expenditures by Fund

Fund #	Fund Title	Ordinance 11-972 Budget 2012	Ordinance 12-XXX Budget Amendment	Total Budget
Fund 001	General Fund	5,455,415	597,016	6,052,431
Fund 101	Street Fund	443,353	17,518	460,871
Fund 104	REET I	454,226	4,139	458,365
Fund 105	REET II	570,625	(42,340)	528,285
Fund 310	General Govt CIP Fund	458,000	565,333	1,023,333
Fund 320	Public Works CIP Fund	288,782	313,827	602,609
Fund 401	Water Fund	1,490,874	(30,699)	1,460,175
Fund 402	Water Supply Facility Fund	422,800	210,462	633,262
Fund 404	Water Capital Fund	682,240	(109,014)	573,226
Fund 407	Wastewater Fund	864,957	(10,809)	854,148
Fund 408	Wastewater Capital Fund	852,245	90,378	942,623
Fund 410	Stormwater Fund	468,340	68,275	536,615
Fund 510	Equipment Replacement Fund	269,670	19,860	289,530
Total		\$ 12,721,527	\$ 1,693,946	\$ 14,415,473

Budget Amendment Detail Worksheet - April 19, 2012

	Title	Description	REVENUE	EXPENSES
1	General Fund			
2	Beginning Cash and Investments	Gen Govt from Bud \$201,743 to \$424,069	222,326	
3	Beg C&I-YarrowBay	Fund Agree from Bud \$255,590 to \$497,145	241,555	
4	Reduce Sales Tax Revenue	Sales Tax Rev from \$292,000 to \$270,000	(22,000)	
5	Marine Coast Guard Grant CO	Adjust Grant from \$15,000 to \$13,823	(1,177)	
6	Marine Grant CO Exp	Adjust to Actual Grant Remaining		13,823
7	Marine VRF Grants (carryover)	Carry over KC Marine Grant		9,086
8	Paper Folding Equipment	Replace Broken Equipment		2,000
9	FA Budget Change	Net Funding Agreement BC-see attachment		31,312
10	FA Reimbursement	Net Funding Agreement reimbursement	31,312	
11	FA - MDRT Vehicles	Funding Agreement MDRT Vehicles		125,000
12	FA Vehicle Reimb	Funding Agreement MDRT Reimburse	125,000	
13	Sub Total		597,016	181,221
14	Ending Cash & Investment Bal	from Budget \$201,743 to \$375,983		174,240
15	Ending C&I Bal-YarrowBay	from Budget \$255,590 to \$497,145		241,555
16	Sub Total Ending C&I			415,795
17	Total General Fund	Total Gen Fund Budget Adjustment	597,016	597,016
18	Street Fund 101			
19	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	17,518	
20	Trf out to 320-016 Abrams	Correction from 2011 CIP		20,000
21	Ending Cash and Investments	from Budget \$261,519 to \$259,037		(2,482)
22	Total Street Fund	Total Street FD Budget Adjustment	17,518	17,518
23	REET I 104			
24	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	4,139	
25	Ending Cash and Investments	from Budget \$275,561 to \$279,700		4,139
26	Total REET I	Total REET I Budget Adjustment	4,139	4,139
27	REET II 105			
28	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(42,340)	
29	Ending Cash and Investments	from Budget \$308,343 to \$266,003		(42,340)
30	Total REET II	Total REET II Budget Adjustment	(42,340)	(42,340)
31	Capital Imp Fund 310			
32	BEG C&I Remodel	Adjust to Actual Beg Cash & Invest.	36,849	
33	Gen Govt Remodel Project	Carry over remodel Budget		44,349
34	BEG C&I Trails	Adjust to Actual Beg Cash & Invest.	24,555	
35	Trails	Carry over Trails Budget		24,555
36	BEG C&I Gr Matching	Adjust to Actual Beg Cash & Invest.	74,556	
37	Grant matching	Carry over Grant Matching Budget		67,056
38	BEG C&I It Gen Gov	Adjust to Actual Beg Cash & Invest.	1,822	
39	TRF In REET 1-GG	Correct Tech budget Acct number	(8,000)	
40	Tech Gen Gov	Adjust Carry over Tech Gen Gov Bud		1,822
41	BEG C&I IT-Police	Adjust to Actual Beg Cash & Invest.	7,396	
42	Trf in Reet 1-Police	Correct Tech budget Acct number	8,000	
43	Tech Police	Carry over Tech Police Budget		7,396
44	BEG C&I Shoreline	Adjust to Actual Beg Cash & Invest.	(3,776)	
45	Shoreline Grant	Adjust Grant to balance remaining	13,776	
46	Shoreline	Adjust Shoreline Project to budget		10,000
47	Parks signs C&I	Adjust to Actual Beg Cash & Invest.	16,515	
48	Park Signs	Carry over Parks Signs Budget		11,515

Budget Amendment Detail Worksheet - April 19, 2012

	Title	Description	REVENUE	EXPENSES
49	Cemetery mower	Add Cemetery Mower replacement		5,000
50	Way Finding Signs C&I	Adjust to Actual Beg Cash & Invest.	24,000	
51	Way Finding Signs	Carry over Way Finding Signs		24,000
52	BEG C&I Tree Mitigations	Adjust to Actual Beg Cash & Invest.	3,010	
53	Tree Mitigation	Carry over Tree Mitigation Budget		3,010
54	Ginder Creek Land Aq-St Gr.	Carry over Grant for Ginder Creek Land	175,000	
55	Ginder Creek Land Aq-DOE Gr	Carry over Grant for Ginder Creek Land	125,000	
56	Ginder Creek Land Aq	Carry over Ginder Creek Land budget		300,000
57	Impact Fee Studies C&I	Adjust to Actual Beg Cash & Invest.	65,380	
58	Impact fee	Carry over Impact Fee Budget		65,380
59	Future Fire Facilities	Correct per 2011 CIP	1,250	
60	Future Fire Facilities	Correct per 2011 CIP		1,250
61	Total 310	Total Gen Govt Capital Budget Adj	565,333	565,333
62	Beg C&I St Pres	Adjust to Actual Beg Cash & Invest.	36,711	
63	Street Preservation	Carry over Street Preservation Budget		36,711
64	BEG C&I Lawson & Newcastle	Adjust to Actual Beg Cash & Invest.	70,319	
65	Lawson & Newcastle	Carry over balance of L & N Budget		70,319
66	Rock Creek move to 013	Correct to new account number	(20,000)	
67	Rock Creek move to 013	Correct to new account number		(20,000)
68	PW Grant Matching	Adjust to Actual Beg Cash & Invest.	39,799	
69	PW Grant Mat-Rock Cr/Abrams	Correct to new account number		20,000
70	PW Grant Matching	Carry over Grant Matching Budget		19,799
71	288th Paving	Adjust to Actual Beg Cash & Invest.	4,952	
72	288th Paving	Remove Budget-Grant not approved		(5,048)
73	288th Paving-Gr Mtg	Remove Budget-Grant not approved	(20,000)	
74	288th Paving TIB Grant	Remove Budget-Grant not approved	(100,000)	
75	288th Paving	Remove Budget-Grant not approved		(110,000)
76	New Sidewalk Beg C&I	Adjust to Actual Beg Cash & Invest.	18,857	
77	Sidewalk TIB Grant	Adjust Grant to Actual amount remain	283,189	
78	Sidewalk Project	Adjust Sidewalk Budget to Corr Budget		302,046
79	Trf In from Street Fd Abrams	Correct account number	20,000	
80	Trf in from Reet 2	Correct account number	(20,000)	
81	Total Capt Imp 320	Total PW Capital Budget Adj	313,827	313,827
82	Water Fund			
83	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(43,505)	
84	FA Reimb	Adjust Funding Agree Reimb to Act amt	12,806	
85	FA Sal & Bene from Ec Dev	Adjust Ec Deve S&B alloc to Water-FA		10,400
86	FA Benefit Correction	Correct Benefits -FA		2,406
87	Ending Cash and Investments	from Budget \$129,588 to \$86,083		(43,505)
88	Total Water Fund	Total Water Fund Budget Adj	(30,699)	(30,699)
89	WSFFA Fund 402			
90	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(89,538)	
91	Springs Task 3-Deve Contr	Carry over Developer Contribution Rev	300,000	
92	Springs Task 3-	Carry over 2011 CIP Springs Project		300,000
93	Ending Cash and Investments	from Budget \$122,800 to \$33,262		(89,538)
94	Total WSFFA Fund 402	Total WSFFA Fund Budget Adj	210,462	210,462

Budget Amendment Detail Worksheet - April 19, 2012

Title		Description	REVENUE	EXPENSES
95	Water Capt Fund 404			
96	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(120,074)	
97	Ending Cash and Investments	from Budget \$377,240 to \$262,166		(115,074)
98	Water Meters project	Adjust to Actual Beg Cash & Invest.	6,060	
99	Water Meters project	Carry over balance of Meter Project		6,060
100	Water Design Study	Correct Water Design in wrong acct		(5,000)
101	Water Design Study	Adjust to Actual Beg Cash & Invest.	5,000	
102	Water Design Study	Assign Water Design to correct Acct		5,000
103	Total Water Capt Fund 404	Total Water Capt Fund Budget Adj	(109,014)	(109,014)
104	Wastewater Fund 407			
105	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(23,615)	
106	FA Reimbursement	Adjust Funding Agree Reimb to Act amt	12,806	
107	FA Sal & Bene from Ec Dev	Adjust Ec Deve S&B alloc to Water-FA		10,400
108	FA Benefit Correction	Correct Benefits -FA		2,406
109	Ending Cash and Investments	from Budget \$98,773 to \$75,158		(23,615)
110	Total Wastewater Fund	Total Wastewater Fd Budget Adj	(10,809)	(10,809)
111	Wastewater Capt Fund 408			
112	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(1,318)	
113	Ending Cash and Investments	from Budget \$723,545 to \$722,227		(1,318)
114	B C&I Lawson Lift Sta	Adjust to Actual Beg Cash & Invest.	50,000	
115	B C&I Lawson Lift Sta	Carry over Lawson Lift Station Prj		50,000
116	Pres WW Treat Plant C&I	Adjust to Actual Beg Cash & Invest.	24,456	
117	Pres WW Treat Plant	Cary over WW Pres Teat Project		24,456
118	WW Comp Plan	Adjust to Actual Beg Cash & Invest.	5,240	
119	WW Comp Plan	Cary over WW Comp Plan		5,240
120	# YB -Alt WW Stor Res 10-722	Carry over Developer Contribution Rev	12,000	
121	# YB -Alt WW Stor Res 10-722	Carry over Alt WW Stor Res 10-722		12,000
122	# Emergency WW repair	Adjust to Actual Beg Cash & Invest.	(36,872)	
123	# Emergency WW repair	Adjust To show Emergency Reimb	36,872	
124	Total Wastewtr Capt Fund	Total Wastewater Capt Fd Bud Adj	90,378	90,378
125	Stormwater Fund 410			
126	Beg Cash and Investments	Adjust to Actual Beg Cash & Invest.	(5,107)	
127	FA Reimb	Adjust Funding Agree Reimb to Act amt	12,806	
128	FA Sal & Bene from Ec Dev	Adjust Ec Deve S&B alloc to Water-FA		10,400
129	FA Sal & Bene Correction	Correct Benefits -FA		2,406
130	Ending Cash and Investments	from Budget \$66,136 to \$61,209		(5,107)
131	# Grant # 2	Carry over DOE Grant Balance	60,576	
132	# Grant #2 Exp	Carry over DOE Grant Project		60,576
133	Total 410	Total Stormwater FD Budget Adj	68,275	68,275
134	Internal Service Fund 510			
135	BFB-Fire Eq	Adjust to Actual Beg Cash & Invest.	(24)	
136	Fire Ending Fund Bal	from Budget \$176 to \$152		(24)
137	BFB-PW Equip	Adjust to Actual Beg Cash & Invest.	19,884	
138	PW Radios	Carry over 2011 CIP Radios		5,000
139	PW Util Truck	Carry over 2011 CIP Util Truck		25,000
140	PW Util trailer	Add PW Util Truck missed at budget		3,500
141	PW Sander/Snow Plow	Add PW Sander/snow Plow missed		10,000
142	End FB PW Equip	from Budget \$154,994 to \$131,378		(23,616)
143	Total 510	Total Equip Replacement Fd Bud Ad	19,860	19,860
144	Total Budget Change	Grand Total April Budget Adjustment	1,693,946	1,693,946

Funding Agreement Budget Amendment

		EXPENDITURES			REVENUE		
General Fund	Reason	Budget Was	Adj	Budget will be	Budget was	Adj	Budget will be
1	MDRT Budget (Create 9 mo Budget)	0	235,131	235,131			
2	Reallocate						
3	Ec Develop	145,994	(99,217)	46,777			
4							
5	Planning						
6	From Planning Admin	81,811	(41,197)	40,614			
7	Sr Planner	90,504	(51,954)	38,550			
8							
9	Permitting						
10	From Permitting Admin	40,906	(20,301)	20,605			
11							
12	Code	13,635	(1,047)	12,588			
13							
14	Total Reallocation	372,850	21,415	394,265			
15							
16	FA Other BC S&B Correction	181,279	9,897	191,176			
17							
18	Net MRDT Adj Operating	554,129	31,312	585,441	1,439,116	31,312	1,470,428
19							
20	MDRT Capital Three Vehicles		125,000	125,000		125,000	125,000
21							
22	MDRT Consultants						
23	Current Budget	325,000	(325,000)	0			
24	Realloc to various Contracts		200,000	200,000			
25	Realloc to Gen Govt Facility Plan		125,000	125,000			
26	Total MDRT Consultants	400,000	0	400,000			
27							
28	Total General Fund FA Bdgt Chg	1,279,129	156,312	1,435,441	1,439,118	156,312	1,595,430
29							
30	Water Fund						
31	FA Other Benefit Correction	28,301	2,406	35,519			
32	FA Realloc EC Dev Sal & Ben	0	10,400	10,400			
33							
34	Total FA for Water Fund	28,340	12,806	45,919	57,207	12,806	70,013
35							
36	Wastewater Fund						
37	FA Other Benefit Correction	28,301	2,406	35,519			
38	FA Realloc EC Dev Sal & Ben	0	10,400	10,400			
39							
40	Total FA for Wastewater Fund	28,340	12,806	45,919	57,207	12,806	70,013
41							
42	Stormwater Fund						
43	FA Other Benefit Correction	28,301	2,406	35,519			
44	FA Realloc EC Dev Sal & Ben	0	10,400	10,400			
45							
46	Total FA for Stormwater Fund	28,340	12,806	45,919	57,206	12,806	70,012
47							
48	Grand Total FA Adjustment		194,730			194,730	

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-794, declaring certain City equipment as surplus	Agenda Date: April 19, 2012	
	AB12-022	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Ec Dev/PW. – Andy Williamson	X
Cost Impact: \$200.00	Police – Jamey Kiblinger	
Fund Source: Surplus Fund	Court – Stephanie Metcalf	
Timeline: Dispose of by June 30, 2012	Comm. Dev. – Steve Pilcher	
Attachments: Resolution No. 12-794; Exhibit A Surplus List		
SUMMARY STATEMENT: Yearly process of disposing of property no longer needed or in use by city staff. Items that have value will be sold at auction. Items that do not sell will be donated to charity, recycled or destroyed.		
COMMITTEE REVIEW AND RECOMMENDATION: 		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-794, declaring certain City equipment as surplus.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 19, 2012		

RESOLUTION NO.12-794

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
DECLARING CERTAIN PROPERTY SURPLUS TO
THE NEEDS OF THE CITY**

WHEREAS, the City desires to dispose of personal property surplus to the needs of the City; and

WHEREAS, such property has been cataloged with all departments having the opportunity to review the listing; and

WHEREAS, the City Council must deem the property to be surplus and authorize its disposal;

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

Section 1. The listing of certain City property is hereby declared surplus to the needs of the City of Black Diamond, as attached hereto as Exhibit A.

Section 2. The City Council authorizes staff to make items available for sale either by sealed bid, online auction or other reasonable and allowable means.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF APRIL, 2012.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

SURPLUS PROPERTY 2012 Exhibit A

ITEM	BRAND	SERIAL NUMBER	AMOUNT SOLD	DATE	
101	Dell	MX05R1084760532QDQQ4			
102	Canon Scanner	KCPA21326			
103	HP Photosmart Printer	SDG0B0732			
104	Compaq Preserio Desktop	CNH5420XBJ			
105	Canon Fax Machine	MDL12067			
106	Panasonic Toughbook Laptop	1GKYB03602			
107	Panasonic Toughbook Laptop	1EKYA01756	FD wants it		
108	Panasonic Toughbook Laptop	1HKYB04107	FD wants it		
109	Panasonic Toughbook Laptop	1KKS04016			
110	E-machine keyboard	K99202331			
111	HP Deskjet 5650	MY43G4N2PP			
112	Fantom Drives DVD	184695			
113	Dell Demsion 8250 Desktop	6CH4N21			
114	Gateway Laptop	34942423			
115	APC Battery Backup	NB9930151334			
116	Dell Optiplex desktop	JMLB121			
117	Compaq Desktop	MXK4321HQY			
118	Compaq Desktop	E00262565			
119	SMC 10/100 Switch	T122300908			
120	SMC 10/100 Switch	5104201760			
121	Netgear Switch	DS56A92000277			
122	Pacard Bell Keyboard	BTKB43907677			
123	2000 Ford Crown Victoria	2FAF072W2YX202651			
124	1998 Ford Crown Victoria	2FAF072W2WX168496			
125	Sony Digital Camera	1111968			
126	Syquest back up recorder				
127	Laptop Mount				
128	Netgear Switch				
129	BlackBerry Curve	7602449097			
130	BlackBerry Curve	7602449294			
131	Motorola Cell phone	A0000015F567C1			
132	Casio Cell phone	A10000038D18A1			
133	Casio Cell phone	A10000038D96E0			
134	Casio Cell phone	A10000038D14C1			
135	Simpli Phone System 23 phones				
136	Dell Power Edge Computer	JFNLNCH			
137	No Name Computer	171341020807			
138	No Name Computer	171341020817			
139	AMD Computer	None			
140	Samsung Monitor	AQ19H9LQ500978R			
141	HP Monitor	CNN54125MV			
142	Samsung Monitor	AQ19H9NQ200726K			
143	Prinston Monitor	TVCG1600623			
144	APC Battery Backup	3B0644X08886			

SURPLUS PROPERTY 2012 Exhibit A[illegible]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-795, authorizing the purchase of two Special Service Vehicles for the Fire Department	Agenda Date: April 19, 2012	
	AB12-023	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Fire – Chief Smith	X
	Economic Devel. – Andy Williamson	
Cost Impact: \$69,500	Police – Jamey Kiblinger	
Fund Source: CIP REET I	Court – Stephanie Metcalf	
Timeline: April 2012	Comm. Dev. – Steve Pilcher	
Attachments: Resolution No. 12-795; 2012-2017 CIP; 2012 Fire Budget; State Bid Contract Info		
SUMMARY STATEMENT: <p>Council adopted in the City's 2012 Budget \$69,500 for the replacement of two fire support vehicles. This amount is for the purchase and outfitting of the two vehicles. The Fire Department is recommending the purchase of two HD ¾ ton extended cab pickup (4WD). These vehicles would replace the current units that were originally purchased from King County Medic One 11 years ago and both have logged more than 100,000 miles each. Funding for the purchase of the vehicles would come from REET I funds.</p>		
COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed this at their April 12, 2012 meeting and recommend approval.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-795, authorizing the purchase from the state bid two special service vehicles for the fire department plus outfitting costs for a total amount not to exceed \$69,500.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 19, 2012		

RESOLUTION NO. 12-795

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF TWO SPECIAL
SERVICE VEHICLES**

WHEREAS, the Fire Department had identified a need to purchase two special service vehicles; and

WHEREAS, the new vehicles will replace the current vehicles that were originally purchased from King County Medic One 11 years ago and both have logged more than 100,000 miles each; and

WHEREAS, the City's 2012 budget includes \$69,500 for the purchase of the two vehicles;

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

Section 1. The City Council hereby authorizes the purchase of two special service vehicles from the Washington State Procurement for the fire department plus outfitting costs for a total amount not to exceed \$69,500.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF APRIL, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



Capital Improvement Plan 2012 - 2017

Project for the	Fire Department	#	F1
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PROJECT TITLE **Replace Two Fire Support Vehicles**

DESCRIPTION	Replaces two 2000 model year fire support vehicles with similar capabilities. These replacement vehicles are primarily used for incident responses and fire prevention activities in the City.
BACKGROUND	These units were originally purchased from King County Medic One as command vehicles (one for the Chief and the other for the command officer). Each odometer has logged more than 100,000 miles. The replacement vehicles include a tow package to facilitate transporting the rescue boat and off-road vehicle trailer.
COMMENTS	REET I funds provide one means of acquiring this equipment. State sponsored loans provide another funding mechanism.

Capital Plan 2012 - 2017							
CAPITAL PROJECT COSTS	Total \$ Requested 2012-2017	2012	2013	2014	2015	2016	2017
	69,500	69,500					
TOTAL COSTS	69,500	69,500	-	-	-	-	-
REQUESTED FUNDING	Total \$ Requested 2012-2017	2012	2013	2014	2015	2016	2017
	26,415	26,415					
Beginning Fund Bal Carryover	43,085	43,085					
TOTAL SOURCES	69,500	69,500	-	-	-	-	-



A Fire Command Vehicle

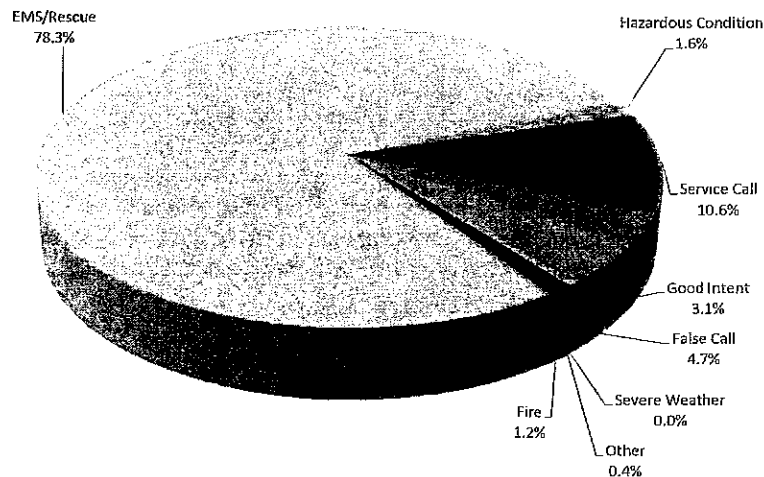
Fire Department

The City of Black Diamond contracts with Mountain View/Black Diamond Fire Department, King County Fire District No. 44, for fire services. The department's responsibilities include providing a minimum of two personnel on duty 24 hours a day, seven days a week in Black Diamond and providing rescue, fire suppression, fire prevention, fire marshal services, emergency medical services, disaster services, hazardous materials response, dispatch services, administrative services and public education activities to citizens. Fire investigation services are contracted through the King County Sheriff's Department. The percent increase in the 2012 budget recognizes the cost of services agreed to in the 2008 Interlocal Agreement between the City and Fire District.

Fire Department Expenditure Summary	2010 Actual	2011 Amended Budget	2011 Actual	2012 Final Budget	11 to 12 Budget Change	% Budget Change
Fire Dist 44 Prof Serv	405,925	428,585	428,585	442,300	13,715	3.2%
PR Svcs KC Fire Investigation	1,322	2,130	2,130	2,032	(98)	0%
Utilities	744	1,260	1,293	1,660	400	31.7%
Miscellaneous	784	265	157	345	80	30.2%
Fire Department Total	408,774	432,240	432,165	446,337	14,097	3.3%

2011 Fire Incidents by Type*	
Fire	3
EMS/Rescue	199
Hazardous Condition	4
Service Call	27
Good Intent	8
False Call	12
Severe Weather	0
Other	1
Total	254

* Black Diamond only



Fire Department Incidents by Percentage

Fire Department CAPITAL PROJECT SUMMARY

Expenditure Summary by Project							
FIRE DEPARTMENT	Budgeted & Funded 2011	Capital Plan 2012 - 2017					
		Total \$ Requested 2012-2017	2012	2013	2014	2015	2016 2017
F1 Replace 2 Fire Support Vehicles		69,500	69,500				
F2 Replace Primary Engine 98 (2000)		365,000		365,000			
F3 Replace Aid Car		225,000					225,000
F4 Replace Brush Truck Chassis		85,000			85,000		
F5 New Fire Station and Equipment	5,000	4,268,276	25,000		1,014,000		120,000 3,109,276
TOTAL EXPENDITURES	5,000	5,012,776	94,500	365,000	1,099,000		345,000 3,109,276
Loan Payments							
F2 Eng. 98 Replace Loan Payment		208,340			52,085	52,085	52,085 52,085
F3 Replace Aid Car Loan Payment		24,972					24,972
F4 Brush Truck Chassis Loan Payment		55,728				18,576	18,576 18,576
Total Loan Payments		289,040			52,085	70,661	70,661 95,633
Funding Sources							
	Budgeted & Funded 2011	Total \$ Project	2012	2013	2014	2015	2016 2017
Loan Plan							
F2 Replace Primary Engine 98 (2000)		230,000		230,000			
F3 Replace Aid Car		225,000					225,000
F4 Replace Brush Truck Chassis		82,000			82,000		
Total Loans		537,000		230,000	82,000		225,000
REET 1							
F1 Replace 2 Fire Support Vehicles		26,415	26,415				
F2 Eng. 98 Replace Loan Payment		208,340			52,085	52,085	52,085 52,085
F3 Replace Aid Car Loan Payment		24,972					24,972
F4 Brush Truck Chassis Loan Payment		55,728				18,576	18,576 18,576
F5 New Fire Station and Equipment	5,000	137,714	1,250				6,000 130,464
Total REET 1 Funding	5,000	397,441	27,665		52,085	70,661	76,661 226,097
Bond Sales							
F5 New Fire Station and Equipment		4,031,112			963,300		114,000 2,953,812
Total Bond Sales		4,031,112			963,300		114,000 2,953,812
Other Financing							
F2 Replace Engine 98 (Surplus Funding)		135,000		135,000			
F4 Repl Brush Truck Chassis (Surplus Funding)		3,000			3,000		
F5 New Fire Station and Equip (Other Funding)		99,450	23,750		50,700		25,000
Total Other Financing		237,450	23,750	135,000	53,700		25,000
Carryover Funds							
F1 Replace 2 Fire Support Vehicles		43,085	43,085				
Total Carryover Funding		43,085	43,085				
FIRE DEPT SUBTOTAL	5,000	5,246,088	94,500	365,000	1,151,085	70,661	415,661 3,204,909
Less Loan Payments		(289,040)			(52,085)	(70,661)	(70,661) (95,633)
TOTAL FUNDING FOR FIRE PROJECTS		5,012,776	94,500	365,000	1,099,000		345,000 3,109,276

<http://www.edmunds.com/>

2001 Ford Expedition SUV - What Your Car is Worth



[PhotosVideos360](#)

98092

UPDATEPricing for
Auburn, WA

	True Market Value®
Trade-in	\$3,279
Private Party Sale	\$4,038
Dealer Retail	\$5,331
Search 2001 Ford Expedition SUV Listings Near You	
We want your car.	
Get a free up-front quote.	

Customized True Market Value® Prices

	Trade-In	Private Party	Dealer Retail
National Base Price	\$2,652	\$3,360	\$4,539
Optional Equipment	\$171	\$216	\$320
Limited Slip Rear Differential	\$24	\$30	\$45
Heated Exterior Mirrors	\$11	\$14	\$21
Front Center Console With Storage	\$12	\$15	\$22
Illuminated Vanity Mirror(s)	\$6	\$8	\$12
Power Driver's Seat	\$23	\$29	\$43
5.4L V8 SOHC 16V FI Engine	\$65	\$82	\$121
Rear Air Conditioning	\$19	\$24	\$35
Overhead Console With Storage	\$11	\$14	\$21
Color Adjustment - White	\$-15	\$-19	\$-26
Regional Adjustment - for Zip Code 98092	\$37	\$47	\$64
Mileage Adjustment - 108,000 miles	\$434	\$434	\$434
Condition Adjustment - Clean	\$0	\$0	\$0
Total	\$3,279	\$4,038	\$ 5,331

ONLINE ORDERS MAY BE PLACED AT <https://fortress.wa.gov/ga/inet/vehreq/vehmenu.htm>. TO MINIMIZE PRODUCTION DELAYS ORDER AS EARLY AS POSSIBLE, BEFORE MARCH 31, 2012.

FULL SIZE UTILITY VEHICLE (2WD) / FFV

VEHICLE TYPE: UTILITY VEHICLE FLEXIBLE FUEL(2WD) MAKE/MODEL: CHEVROLET TAHOE FFV

EQUIPMENT INCLUDED IN NET PRICE

- 7100# GVWR
- 4 door, 5 passenger seating
- Front Split Bench, Rear Bench, Cloth
- 5.3 liter, 8 cylinder FFV engine (E85 Ethanol or Gas)
- Maximum cooling, Radiator, Eng. Oil, Trans, fuel, volt, temp (K5L)
- Airbags, driver and front passenger with side curtain airbags
- Electronic Stability Control System
- Automatic overdrive transmission, 6 speed
- P265/70R17 all season steel belted radial tires (1)
- Matching full size spare tire & wheel, underbody mounted
- Full length hardtop, cloth headliner
- Vinyl floor covering
- Air conditioning with Auxiliary Rear
- Cruise Control/Tilt Steering Wheel
- Power steering
- Power door locks
- Power Windows
- Power Driver's Seat with Adjustable Seat Back
- HD Rear Bumper
- Full length headliner (cloth)
- Power brakes, anti-lock braking 4wheel
- HD Towing Package Class III (K5L)
- Auxiliary power source
- Power heated mirrors
- Light Tinted Glass
- AM/FM radio with CD
- Electric rear window defroster, Rear wiper washer
- Liftgate Rear window
- 160 AMP alternator
- 600 CCA Battery
- Assist steps, mounted between front and rear wheels
- Remote keyless entry, 2 transmitters & 4 keys
- All factory standard equipment including:
 - Daytime Running Lights
 - Tire Pressure Monitoring System
 - Running Boards
 - Tachometer, Voltmeter, Oil Pressure, Temp Gauges
 - Steering Column Transmission Shift
 - 3.42:1 rear axle ratio as equipped
 - 3 yr/36,000 mile warranty 5 yr/100,000mile Drivetrain

NHTSA Crash Test Ratings

Frontal (D/P) 5/5
Side (F/R) 5/5
Rollover 3
GAS MILEAGE 15 CITY, 21 HWY

**MERCURY FREE VEHICLE
NON-LEAD WHEEL WEIGHTS
CA EMISSION CERTIFICATION ULEV 2,
VEHICLE MEETS CALIFORNIA EMISSION STANDARDS**

DEALER: Bud Clary Auto Dealerships (W262)
PO Box 127
Longview, WA 98632
DELIVERY: 90-120 Days ARO

DEALER CONTACT: John Slater or Jim Scott
PHONE: 1-800-899-1926
EMAIL: jslater@budclary.com
FEDERAL TAX ID NO.: 91-0699054
PAYMENT TERMS: **\$200.00 DISCOUNT PER VEHICLE
FOR PAYMENT WITHIN 20 DAYS
OF DELIVERY, NET30 ***

NET PRICE: (Vehicle equipped as above, delivered to any point within the State of Washington, exclusive of Federal Excise and before 8.2% Sales Tax):

<u>COMMODITY CODE</u>	<u>VEHICLE DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
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2312-065-001	Full Size Utility Vehicle FFV (2WD). 2012 Chevrolet Tahoe (CC10706)		\$27,610.00*	\$
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NO COST EXTERIOR COLORS: INDICATE QUANTITY OF COLOR(S) SELECT Black _____, White _____, Silver
Ice _____, Gold Mist _____.

Victory Red _____ (Special Paint requires 2312-065-041) _____, Dark Blue _____ (Special Paint requires 2312-065-041).
(Complimentary standard interior color will be selected by Dealer).

(1) Tire Chain Compatible

Current Contract Information
Contract No. 03711, Utility/Crossover
Price Sheet Order Form
Page 4

<u>ORDER</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-065-010	Credit for pickup from selling dealer (Orders for Eastern WA (DLR) (Deduct)*		\$(100.00)	\$
2312-065-011	Credit for pickup from selling dealer (Orders for Western WA (DLR) (Deduct)*		\$(100.00)	
2312-065-012	Alternative Seating, Cloth Front Bucket Seats with Full Front Console, Cloth (requires 2312-065-025, 4WD or 2312-065-036, PPV) (when ordered with 2312-065-036, PPV requires 2312-065-017, Console Deleted) (A95)		\$823.00	
2312-065-013	Alternative seat trim, cloth split bench (19C)		\$0.00	
2312-065-014	Cap, Locking Gas (DLR)*		\$35.00	
2312-065-015	Cargo area cover (DLR)*		\$155.00	
2312-065-016	Carpeting with Floor Mats (B30)		\$168.00	
2312-065-017	Console Deleted (only available with 2312-065-012, Alternative Seating) (available with 2312-065-025 4WD or 2312-065-036 PPV) (9N5) (Deduct)		\$(550.00)	+ 550.00
2312-065-018	Content theft alarm delete (UTO)		\$9.00	
2312-065-019	Differential, Limited Slip, (G80)		\$251.00	
2312-065-020	Fire Extinguisher, 2.5# Dry Chemical ABC Rated with Mounting Bracket, Delivered with Vehicle. Uninstalled (5H5)		\$35.00	
2312-065-021	Flare Kit, 3 Piece Triangle with Storage Box for Roadside Emergency use, Delivered with Vehicle, Uninstalled (5H6)		\$35.00	
2312-065-022	Flasher, Wig Wag Head Lamp and Tail lamp, DRL Compatible (2312-065-025, 4WD or 2312-065-036, PPV) (6J7)		\$410.00	
2312-065-023	Floor Mats, Rubber (DLR)*		\$135.00	
2312-065-024	Fog lamps (not available with 2312-065-025, 4WD or 2312-065-036, PPV) (T96)		\$123.00	
2312-065-025	Four Wheel Drive Special Service Vehicle (includes deep tinted glass, vinyl rear seat, surveillance switch, 100 amp aux front power source, 100 amp rear power source, ground studs, police wiring diagrams, forward lamp in-line connector, for exterior lamp flashing system, radio suppression, luggage rack na, 160 amp alternator, 730 CCA battery, HD cooling) (Includes 4WD) (not available with 2312-065-036 Police Pursuit Vehicle) (CK10706/5W4)		\$600.00	✓
2312-065-026	Glass, Deep Tinted Privacy (ANJ) (included with 2312-065-036, PPV and 2312-065-025 4WD)		\$260.00	
2312-065-027	Heater, Engine Block (K05)		\$66.00	
2312-065-028	HD Battery, 730 CCA (Included with 2312-065-025, 4WD or 2312-065-036, PPV only) (6C5)		\$136.00	

Current Contract Information
Contract No. 03711, Utility/Crossover
Price Sheet Order Form
Page 4

<u>ORDER CODE</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-065-029	Inoperative Rear Door Handles (only available with 2312-065-025, 4WD or 2312-065-036, PPV) (6B2)		\$59.00	
2312-065-030	Inoperative Rear Door Locks (only available with 2312-065-025, 4WD or 2312-065-036, PPV) (6N6)		\$59.00	
2312-065-031	Inoperative Rear Window Light Switches (only available with 2312-065-025, 4WD or 2312-065-036, PPV) (6N5)		\$50.00	
2312-065-032	Keyless Entry, Remote Additional Transmitter Coded to Vehicle (only available with 2312-065-025, 4WD or 2312-065-036, PPV) (included with 2312-065-036 PPV)(AMF)		\$66.00	
2312-065-033	Keys, set of 2 instead of 4 (DLR) (Deduct)*		\$(25.00)	
2312-065-034	Manufacturer to Dealer Order Acknowledgment Document Faxed to Customer (DLR)*		\$0.00	
2312-065-035	Mud Flaps, Molded (Set 4) (DLR)*		\$149.00	
2312-065-036	Police Pursuit Vehicle (includes all non 4WD equipment in 2312-065-053, top fuel speed cut off 125 mph, Includes 100-amp power back up, 17" steel, 2 auxiliary ground studs , black rubberized vinyl floor covering, 6700 # GVWR, H/D auxiliary engine oil cooler, H/D auxiliary transmission oil cooler, H/D police-rated suspension, high-speed prop shaft, police identifier, radio suppression, deletes luggage rack, torsion bar, air cleaner, high capacity, a/s, H-rated tires: 265/70R17 all season 17" spare, aluminum front underbody shield for oil pan, front stabilizer bar, h/d radiator. (trailer not available) (Includes 2312-065-032, remote keyless entry) (not available with 2312-065-025, 4WD) (CC10706/PPV) (Deduct)		\$(2,000.00)	
2312-065-037	Power Adjustable Pedals (not available with 2312-065-025, 4WD or 2312-065-036, PPV) (JF4)		\$132.00	
2312-065-038	Remote Vehicle Start (AP3)		\$172.00	
2312-065-039	Reverse Sensing System (Includes 2312-065-037, Power Adjustable Pedals) (Not available with 2312-065-025, 4WD or 2312-065-036, PPV) (UD7)		\$365.00	
2312-065-040	Roof Rack delete (G63) (included with 2312-065-025 4WD and 2312-065-036 4WD)		\$(25.00)	
2312-065-041	Special Paint Victory Red or Dark Blue with front and rear Black Fascia (painted to match front & rear fascia, D pillars and door handles) (ST4/9360)		\$397.00	

Current Contract Information
Contract No. 03711, Utility/Crossover
Price Sheet Order Form
Page 4

<u>ORDER CODE</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-065-042	Spotlight, 6 inch clear lens, Pillar Mounted, left (Only available with 2312-065-025, 4WD or 2312-065-036, PPV) (7x6)		\$395.00	
2312-065-043	Stock Vehicle Upcharge, Call DLR for availability, delivery within 7 days when available (DLR)*		\$250.00	
2312-065-044	Third Seat Package (Not available with 2312-065-025, 4WD or 2312-065-036, PPV) (ATD)		\$352.00	
2312-065-045	Trailer brake controller (JL1)		\$176.00	
2312-065-046	Trailer Tow Package Delete (Not available with 2312-065-036, PPV) (standard on the 2312-065-025 4WD) (K5L) (Deduct)		\$(195.00)	
2312-065-047	Tires, All Terrain instead of All Season, P265/70R17 4x4 (Not available with 2312-065-036, PPV) (QJP/4JP)		\$132.00	
2312-065-048	Tow Hooks, Front (V76)		\$44.00	
2312-065-049	Undercoating (DLR)*		\$195.00	
2312-065-050	Vehicle Push Bumpers HD Aluminum with welded upper cross support (Installed) (not available with 2312-065-048, Tow Hooks (Setina PB400)*		\$397.00	
2312-065-051	Warranty Delayed Start (DLR) *		\$0.00	
2312-065-052	Winch Package (underbody mount with grill guard) (WARN 8000# with brush guard (only available with 2312-065-025, 4WD) (DLR)*		\$2,050.00	
2312-065-053	Wiring, Grille Lamps & Speakers (Only available with 2312-065-025, 4WD or 2312-065-036, PPV) (6J3)		\$88.00	
2312-065-054	Wiring, Horn Siren Circuit (Only available with 2312-065-025, 4WD or 2312-065-036, PPV) (6J4)		\$32.00	
2312-065-055	Seat, Laguna 3P Prisoner Transport (OEM Rear Seat Cushion and Seat Belts Removed Loose in Cargo Area) (Includes Rear Partition) (Installed) (Color Black) (Laguna) (DLR)*		\$1,200.00	
2312-065-056	Vehicle Partition, Horizontal Sliding Center Section with Lexan (Includes Full Lower Extension Panel) (Installed) (Setina 10VS) (DLR)*		\$750.00	✓
			<i>SUBTOTAL</i>	
			+8.2 % SST	
			<i>TOTAL</i>	
			\$4,700.00	
			\$200.00	
			2000.00	
			2347.46	
			TOTAL	
	RADIO'S			
	LIGHTS			
	SIREN			
	TAX			
				35,957.46

ONLINE ORDERS MAY BE PLACED AT <https://fortress.wa.gov/ga/inet/vehreq/vehmenu.htm>. TO MINIMIZE PRODUCTION DELAYS ORDER AS EARLY AS POSSIBLE BEFORE MARCH 31, 2012
TRUCK

HD ¾ TON (4WD) EXTENDED CAB

VEHICLE TYPE: HD ¾ TON EXTENDED CAB PICKUP (4WD)

MAKE/MODEL: FORD F250 SUPER CAB

EQUIPMENT INCLUDED IN NET PRICE

- Air Bags Driver & Front Passenger w/ Deactivation Switch
- 10,000# GVWR
- 6.2 liter, 8 Cylinder, V8, FFV (Gas/E85) (996)
- Automatic Overdrive transmission, 6 speed (44P)
- Air Conditioning
- Manual Transfer Case, 2 speed
- Skid Plate Package (41P)
- 8 Foot Long Box, Wide Body (158" WB)
- LT245/75R17E All Terrain Steel Belted Radial Tires (set of 5) (1)
- Full Size Spare Tire & Wheel, Carrier, Jack & Lug Wrench
- HD Power Disc Brakes, Anti Lock, 4 Wheel
- Power Steering
- Power Windows, Door Locks, Heated Mirrors(90L)
- HD Shocks, Front Stabilizer Bar
- 157 AMP Alternator
- 650 CCA Battery
- Intermittent Wipers
- Front Tow Hooks
- Set of Four Sets (2 RKE Fobs, 4 Pats Keys)
- Upfitter Switches
- Tilt Steering Wheel
- AM/FM/Radio w/Clock
- Maximum Cooling: Radiator, Eng. Oil, Trans.
- HD Towing Package w/Class V Receiver, 7 Wire Harness
- 40/20/40 Vinyl front Split bench seat w/Reclining Backrest, Fold up rear Bench seat, Four Door access
- Headliner, Door Trim Panels, Vinyl Floor Covering
- Dome Light , Dual Maplights
- Auxiliary Power Source
- Oil Pressure, Coolant and Trans Temp Gauges
- Stability Control System Electronic
- HD Rear Step Bumper, Argent Painted
- Maximum Fuel Capacity (35 gal)
- Light Tinted Glass all around
- Manual telescoping trailer tow mirrors w/power heated glass, integrated clearance lamps & turn signals
- All Factory Standard Equipment including:
 - Tachometer
 - Tire Pressure Monitoring System
 - Cargo Light
 - 3.73:1 Rear Axle Ratio as equipped
 - 3 yr/36,000 Mile Warranty, 5Yr/60,000 Mile Powertrain

**Mercury Free Vehicle
Lead Wheel Weights**

DEALER: Legacy Ford (W18605)
1225 Autoplex Way
Pasco, WA 99301

DEALER CONTACT: Ken Jablonski or Josh Dykes
PHONE: 206-714-0249
EMAIL: ken.legacyford@gmail.com

FEDERAL TAX ID NO.: 26-13350000

DELIVERY: 60 - 120 Days ARO

PAYMENT TERMS: \$200 Per Vehicle Discount 20 Days, Net 30*

NET PRICE: (Vehicle equipped as above, delivered to any point within the State of Washington, exclusive of Federal Excise and before 8.6% Sales Tax including a .3% vehicle tax)

<u>ORDER CODE</u>	<u>VEHICLE DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-127-001	Truck, HD ¾ Ton, Extended Cab Pickup, Wide Box, 8 Ft. (4WD), 2012 Ford Superduty Supercab (X2B/600A)	_____	\$23,333.00 *	\$_____

NO COST EXTERIOR COLORS: **INDICATE QUANTITY OF COLOR(S) SELECTED** Oxford White_____, Black_____, Vermillion Red_____, Dark Blue Pearl_____, Pale Adobe (Tan)_____, Sterling Grey_____, Ingot Silver_____.

(1) Tire Chain Compatible

<u>ORDER CODE</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-127-010	Credit for pickup from selling Dealer instead of vehicle being driven to customer (Order for Eastern WA, Area Code 509) (Deduct)*		\$(35.00)	\$
2312-127-011	Credit for pickup from selling Dealer instead of vehicle being driven to customer (Orders for Western WA, Area Codes 206, 253, 360, 425) (Deduct)*		\$(50.00)	
2312-127-012	Air Conditioning Delete Also Delete Power Group (Also includes 2312-127-040 Power group Delete) (D572) (Deduct)		\$(1,260.00)	
2312-127-013	Alternative Fuel Vehicle, Propane (NG under body tank plus prep engine) (KOUSH 98G/DLR)*		\$11,391.00	
2312-127-014	Alternative Seating, HD Cloth 40/Console/40 Full Bench with recline (2S)		\$429.00	
2312-127-015	Alternative Seating, HD Cloth 40/20/40 Bench (1S)		\$83.00	
2312-127-016	Alternative Turbo Diesel Engine, 6.7 Liter, 8 Cylinder, 10,000# GVWR (incl. Dual Batteries, 135 Amp Alternator, 3.51 rear Axle Ratio) (includes upfitter switches) Engine idle control (B20 Biodiesel Certified) (99T/44W/63T)		\$6,712.00	
2312-127-017	Alternators, Dual (Only Avail with 2312-127-016 Diesel) (67A)		\$315.00	
2312-127-018	Battery, HD 850 CCA (DLR)*		\$165.00	
2312-127-019	Bedliner, Spray On (Over the Rails and Tailgate) (DLR)*		\$385.00	✓
2312-127-020	Bed Mat, (DLR)*		\$135.00	
2312-127-021	Cab Steps, Black Molded(18B)		\$312.00	
2312-127-022	Cruise Control (525)		\$195.00	✓
2312-127-023	Daytime Running Lights (942)		\$37.00	
2312-127-024	Differential, Electronic Locking Axle (3.31 or 3.55 Diesel Engine) (3.73 or 4.3 Gas Engine) (X3J)		\$324.00	
2312-127-025	Heater, Engine Block (41H)		\$66.00	
2312-127-026	Keys, Set of 2 Instead of 4 (DLR) * (Deduct)		\$(20.00)	
2312-127-027	Fire Extinguisher, 2.5# Dry Chemical ABC Rated with Mounting Bracket, Delivered with Vehicle, Uninstalled (DLR)*		\$40.00	
2312-127-028	Flare Kit, 3 piece triangle with storage box for roadside emergency use. Delivered with vehicle, uninstalled (DLR)*		\$40.00	
2312-127-029	GVWR Increased Package 10,700#, Ford F350 1 Ton SRW, Tires LT245/70Rx17E BSW AT (X3B/610A/TBM)		\$1,178.00	
2312-127-030	GVWR, Maximum 13,300# Ford F350 1 Ton DRW, Tires LT245/70Rx17E BSW, 4 Ton Hydraulic Jack, Roof Clearance Lights, Cab Steps, Engine Only Traction Control (Deletes 2312-127-044 Skip Plate Pkg.) (requires 2312-127-029, GVWR Increase Package) (X3D/620A/TBM)		\$1,784.00	

<u>ORDER CODE</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-127-031	Heavy Service Package for Pickup Box Delete (Includes Heavy Service Front Springs, Rear Stabilizer Bar & Rear Auxiliary Springs) (Only available with 2312-127-029 GVWR Increased Package) (67H)		\$104.00	\$
2312-127-032	Manuals, Parts & Service CD (DLR)*		\$270.00	
2312-127-036	Manual fold away , non-trailer tow mirrors (requires 2312-127-040 Power group Delete) (54P) (Deduct)		\$(125.00)	
2312-127-037	Manufacturer to Dealer Order Acknowledgement Document Faxed to Customer (DLR)*		\$0.00	
2312-127-038	Mud Flaps, Rubber, Rear (61S)		\$118.00	
2312-127-039	Pickup Bed Delete, 56 inch CA (no bed, tailgate, bumper, hitch receiver) (Deletes Rear Bumper, Carrier Jack, Wiring & Harness) (includes spare tire and wheel, spare and spare tire carrier to be mounted on rear frame) (Incomplete vehicle requires further manufacture & certification by a final stage manufacturer) (Not available with 2312-127-043, Short Bed)(66D/512)(Deduct)		\$(270.00)	\$
2312-127-040	Power Group Delete (Deletes Power Windows, Door Locks, RKE (2 FOBS) heated mirrors with integrated signals (90L/D54K) (Deduct)		\$(701.00)	
2312-127-041	Rear Axle Ratio 3.31:1 or 3.55:1 (diesel only) and 3.73:1 or 4.3:1 (gas only) (Please specify Rear Axle Ratio) (includes limited slip) (requires 2312-127-045 Snow Plow Prep Pkg) (X35)		\$0.00	
2312-127-042	Reverse Sensing Aid (audible tone inside cab, not audible outside cab) (not available with 2312-127-016 Diesel Engine or 2312-127-039, Pickup Bed Delete) (76R)		\$203.00	
2312-127-043	Short Bed 6 ¾ FT Box, 9,200# GVWR (142 Inch WB, 30.5 Gal Fuel)(Not avail with 2312-127-039, Pickup Bed Delete) (142WB)(Deduct)		\$(232.00)	✓
2312-127-044	Skid Plate Package Delete (D41P) (Deduct)		\$(83.00)	
2312-127-045	Snow Plow Prep Pkg. (Meyer DP 5.5Ft. Snow Plow) (requires 2312-127-049, Snow Plow Package) 473/DLR)*		\$5,861.00	
2312-127-046	Spotlight, 6 inch, Clear Lens, Door Mounted, Left (DLR)*		\$445.00	
2312-127-047	Stock Vehicle Upcharge, Dealer Stock Vehicle with all Contract Required Equipment. Delivery within 7 Days when available. (DLR)*		\$250.00	
2312-127-048	Stereo, AM/FM/Single CD (585)		\$238.00	
2312-127-049	Snow Plow Package (473) (DLR)*		\$72.00	
2312-127-050	Trailer Brake Controller (52B)		\$190.00	✓

<u>ORDER CODE</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE EACH</u>	<u>PRICE EXTENSION</u>
2312-127-051	Transfer Case, Electric Shift on the Fly(213)		\$148.00	
2312-127-052	Tires, All Season Tread (Set 5) (LT245/70RX17E) (Deduct)(TBK)		\$(100.00)	
2312-127-053	Undercoating (DLR)*		\$180.00	
2312-127-054	Window, Sliding Rear (433)		\$124.00	
2312-127-055	Warranty Delayed Start (Order Online at www.Fordwsd.com) (DLR)*		\$0.00	
2312-127-056	Winch 8000#, Installed, WARN M8000 (DLR)*		\$1,979.00	
			SUBTOTAL	
			+8.6% SST	
			TOTAL	25923.91
	ALUMINUM TENT RED COVER		\$1329.99	
	RADIOS		\$700.00	
	LIGHTING		\$2000.00	
	STRIPING		\$2000.00	
	TAX		2748.03	
	TOTAL		TOTAL	34701.93