



CITY OF BLACK DIAMOND
May 17, 2012 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending this evening.

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|--|----------------|
| 1.) AB12-029 – Resolution Authorizing PSA with Perteet, Inc. | Mr. Pilcher |
| 2.) AB12-030 – Resolution Authorizing Purchase of Dump Truck | Mr. Williamson |
| 3.) AB12-031 – Resolution Awarding 2012 Winter Storm Debris Cleanup Project | Mr. Williamson |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

Councilmember Taylor – Building Services

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 4.) **Claim Checks** – May 17, 2012 Check No. 38249 through No. 38313(voided Check No. 38253) in the amount of \$542,467.40
- 5.) **Payroll Checks** – April 30, 2012 No. 17712 through No. 17733(voided No. 17719) and ACH Pay in the total amount of \$284,634.94
- 6.) **Minutes** – Regular Council Meeting of May 3, 2012

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

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 12-802, authorizing the Mayor to execute a contract with Perteet Inc. to serve as the wetland consultant to the MDRT	Agenda Date: May 17, 2012		AB12 -029
	Department/Committee/Individual		
	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		
Cost Impact: variable	Police – Jamey Kiblinger		
Fund Source: pass-through - Master Developer	Comm. Dev. – Steve Pilcher	X	
Timeline: open-end contract w/10 day call			
Attachments: Resolution No. 12-802, proposed contract			
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 professional wetland review assistance to help with review of specific implementing projects (plats, multifamily housing, commercial projects), and possibly infrastructure improvements such 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 9 firms submitted their qualifications; four were chosen to be interviewed. The interview panel consisted of Councilmember Carol Benson, Natural Resources/Parks Director Aaron Nix, Community Development Director Steve Pilcher and Senior Planner Stacey Welsh. The choice of the interview panel was to hire Perteet Inc.</p> <p>Per the terms of the DAs, all costs for consultants must be paid for by the Master Developer (Yarrow Bay). This agreement shall be in effect for two years. However, 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>The Professional Services Agreement is consistent with the format recently accepted by Council.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Councilmember Benson participated in the interview process; reviewed and approved by the Finance Committee on May 11, 2012.			
RECOMMENDED ACTION: MOTION to adopt Resolution 12-802, authorizing the Mayor to execute a contract with Perteet Inc. to serve as wetland consultant to the MDRT			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 17, 2012			

RESOLUTION NO. 12-802

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PERTEET INC. TO SERVE AS THE WETLAND 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 sufficient staff resources to provide wetland review services to meet the needs of the MDRT; and

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

WHEREAS, a panel consisting of staff and one City Councilmember reviewed the submittals, subsequently interviewed four firms and then recommended Perteet Inc. as the firm most capable of providing wetland review 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 Perteet Inc. to provide wetland review 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 17th DAY OF MAY, 2012.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/02/2012

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

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

PRODUCER Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME:	
	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8528
INSURED Perteet, Inc. P.O. Box 1186 Everett, WA 98206-1186	E-MAIL ADDRESS: PL.Certrequest@kpc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company of	NAIC #: 25682
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6807251L042	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			BA6778L235	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6807251L042 (WA Stop Gap)	12/31/2011	12/31/2012	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPR9692741	06/27/2011	06/27/2012	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: City of Black Diamond Environmental On-Call Services

City of Black Diamond is included as an additional insured on the General Liability policy where required by written contract.

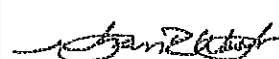
CERTIFICATE HOLDER

CANCELLATION

City of Black Diamond
Attn: Steve Pilcher
24301 Roberts Dr.
Black Diamond, WA 98010

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

AUTHORIZED REPRESENTATIVE



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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: Steve Pilcher Phone: 360-886-5700 Fax : 360-886-2592

and

Perteet, Inc. ("Consultant")
2707 Colby Avenue, Suite 900
Everett, WA 98201

Contact: Jason Walker Phone: 425-252-7700 Fax: 425-339-6018

Tax Id No.: 91-1505037

For non-exclusive on-call professional services for the City of Black Diamond.

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to perform environmental consulting services 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.

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

2.3 Consultant is authorized to proceed with services upon execution of this agreement.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and expenses 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 authorized 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 documentation 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 volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Jason Walker, PM
Crystal Donner, President
Perteet, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
Fax: 425-339-6018

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. After City Council approval, this Agreement shall be in effect as of May 18, 2012 and shall remain in effect until June 30, 2014, unless sooner terminated as set forth herein. 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 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 warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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: _____

Crystal Donner

Its: President

Date: 05/11/12

Attest:

By: _____

Brenda L. Martinez

City Clerk

The City of Black Diamond will contract with Perteet Inc. to provide on-call environmental consulting services on an as-needed basis to conduct third-party development reviews associated with environmentally sensitive areas and related documents (i.e. wetlands, streams, and fish and wildlife conservation areas, buffers, and related resources) as described in the Black Diamond Municipal Code (Code).

Consulting services may generally include the following tasks as requested by the City:

- Pre-submittal consultation with applicants and/or city staff
- Review and findings of submitted applications, sensitive areas studies, SEPA Checklists/EISs, mitigation plans, and related documents prepared by others for the purpose of sensitive areas identification, review of impacts, and mitigation evaluation
- Field inspections and findings to verify conditions of sensitive areas relating to proposed impacts and/or mitigation
- Review and findings of utilities plans, grading plans, stormwater management plans, stream culvert designs, geotechnical reports, and other reports, studies, and drawings for the evaluation of impacts and mitigation to sensitive areas and related habitats
- Code consistency and/or related policy review and findings
- Review and findings of exceptions, variances, or other requested deviations from Code
- Review and findings of draft sensitive areas notices to be recorded on title
- Review and findings of mitigation, maintenance, and monitoring costs estimates for the posting of financial guarantees by applicants
- Verbal and written correspondence and coordination with applicants and/or City staff
- Assistance with staff reports and preparation/review of meeting/hearing materials and exhibits
- Interagency coordination
- Attendance and/or testimony at city council or other public meetings or hearings
- Pre-construction meeting attendance and related correspondence
- Review and findings of demarcated clearing limits for the protection of sensitive areas by applicants prior to the commencement of construction
- Construction and post-construction related third-party monitoring inspections, compliance reviews and findings
- Review and findings of any reported violations and subsequent corrective restoration or mitigation for violations caused by applicants or their contractors

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"

PERTEET, INC. *Schedule of 2012 Billing Rates*

<u>Engineering, Planning and Environmental Classifications</u>	<u>2012 Hourly Rate</u>
Principal	185.00
Senior Associate	175.00
Senior Engineer/Manager	165.00
Lead Engineer/Manager	140.00
Engineer III	120.00
Engineer II	100.00
Engineer I	85.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Planner III	115.00
Planner II	100.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	105.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	80.00
Clerical	70.00

Expert Witness Rates:

Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

PERTEET, INC.
Schedule of 2012 Billing Rates
Page 2

Direct Expenses

	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

Survey Classifications

2012 Hourly Rate

Principal Surveyor	185.00
Survey Manager	130.00
Senior Professional Land Surveyor	130.00
Professional Land Surveyor	105.00
Project Surveyor II	100.00
Project Surveyor I	95.00
Survey Technician III	85.00
Survey Technician II	75.00
Survey Technician I	65.00
One Person Survey Crew	90.00
Two Person Survey Crew	150.00
Three Person Survey Crew	215.00

Direct Survey Expenses

Rate

Dual Frequency GPS Receiver	\$150.00 per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent

PERTEET, INC.
Schedule of 2012 Billing Rates
Page 3

<u>Construction Classifications</u>	<u>2012 Hourly Rate</u>
Construction Engineering Supervisor	175.00
Construction Engineering Manager	165.00
Construction Manager	120.00
Assistant Construction Manager	105.00
Construction Engineer III	120.00
Construction Engineer II	100.00
Construction Engineer I	85.00
Senior Construction Observer	110.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	105.00
Construction Technician III	95.00
Construction Technician II	80.00
Construction Technician I	70.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-803, authorizing the purchase of a mid-size dump truck to replace the small flatbed dump truck	Agenda Date: May 17, 2012	
	AB12-030	
	Department/Committee/Individual	
	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	X
Cost Impact: \$35,000		
Fund Source: Equipment Fund		
Timeline:		
Attachments: Resolution No. 12-803; Truck comparison spreadsheet; Budget amendment from 4/19/12		
SUMMARY STATEMENT: The City budgeted \$25,000 to replace the existing small flatbed dump truck. The staff has been looking for a mid-sized dump truck. Staff is requesting the authority to purchase a mid-sized (2-4 ton) dump truck up to \$35,000. With approval of this resolution the City will purchase the 2005 Chevy C4C042 Flatbed Dump Truck from Gilchrist Chevrolet in Tacoma. If the selected truck is already sold, the staff will continue to search for a truck within the adjusted budget and move forward with a purchase once an acceptable truck is found. ADDITIONAL FUNDS: The City will be collecting approximately \$7,000 in reimbursement for truck use from the FEMA Grant for the Severe January Winter Storm. The City also is expecting to collect approximately \$3,000 for the surplus of the old flatbed and the old dump truck. The staff is requesting that these additional funds be added to the mid-size dump truck replacement budget. BUDGET + ADDITIONAL FUNDS = REVISED BUDGET \$25,000 + \$10,000 = \$35,000		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-803, authorizing the Mayor to purchase a 2 to 4 ton dump truck within a \$35,000 budget.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 17, 2012		

RESOLUTION NO. 12-803

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE PURCHASE OF A 2 TO 4 TON DUMP
TRUCK**

WHEREAS, The Council has budgeted \$25,000 for the purchase of a small dump truck;
and

WHEREAS, Staff has found difficulty in locating a suitable used small dump truck for
the budgeted amount; and

WHEREAS, Additional \$10,000 of funds are available from FEMA truck use
reimbursement and equipment surplus; and

WHEREAS, The availability of used equipment can be for very short time frames;

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

Section 1. The Mayor is hereby authorized to purchase a used mid-sized (2-4 ton)
dump truck not to exceed \$35,000.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MAY, 2012.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

TRUCK COMPARISON						
Year	Make/Model	Mileage	Price	Location	Miles from BD	Dump?
2008	Ford F550 4x4	99,168	\$29,995	Fort Lupton, CO	1310	No
2005	Chevy C4C042 2WD	97,967	\$23,500	Tacoma, WA	26	Yes
2008	Ford F550 4x4	112,357	\$17,994	Houston, TX	2435	No
2008	Ford F550 4x4	74,711	\$28,975	Grand Prairie, TX	2199	No
2001	Ford F550 4x4	87,000	\$17,990	Santa Barbara, CA	1105	No
2005	GMC Topkick C4500	71,350	\$29,500	Pacific, WA	16	Yes
2012	Ford F450 XL Flatbed 4x4	28	\$42,429	Lakewood, WA	30	No
2012	Ford F550 Rear WD	17	\$46,474	Lakewood, WA	30	Yes

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	Carry over WW Pres Teat Project		24,456
118	WW Comp Plan	Adjust to Actual Beg Cash & Invest.	5,240	
119	WW Comp Plan	Carry 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

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-804, awarding a small works contract to Reano Construction & Logging, Inc. for the 2012 Winter Storm Debris Cleanup Project in the amount of \$16,550.64	Agenda Date: May 17, 2012	
	AB12-031	
	Department/Committee/Individual	
	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	X
Cost Impact: \$16,550.64		
Fund Source: FEMA/Streets/Sewer		
Timeline: May/June 2012		
Attachments: Resolution No. 12-804, Small Works Contract, Bid Packet, Bid Tabulation, Staff Report		
SUMMARY STATEMENT: See attached Staff Report		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-804, authorizing the Mayor to sign a \$16,550.64 contract with Reano Construction & Logging, Inc. for the 2012 Winter Storm Debris Cleanup Project.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 17, 2012		

RESOLUTION NO. 12-804

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE 2012 WINTER STORM
DEBRIS CLEANUP PROJECT TO REANO
CONSTRUCTION & LOGGING, INC.**

WHEREAS, the City is eligible for reimbursement and cost recovery for various expenses related to the January 14-23, 2012 Winter Storm event; and

WHEREAS, the City received a Washington State Military Department grant from the Federal Emergency Management Agency; and

WHEREAS, the City has received bids on May 3, 2012; and

WHEREAS, Reano Construction & Logging, Inc. was the low bidder and has met all conditions of providing a responsible bid;

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

Section 1. The Mayor is hereby authorized to sign a \$16,550.64 contract with Reano Construction & Logging, Inc. for the 2012 Winter Storm Debris Cleanup Project, 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 17TH DAY OF MAY, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

SMALL PUBLIC WORKS CONTRACT

1. **Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington ("City"), and Reano Construction & Logging Inc. ("Contractor"), collectively, "the Parties."

2. **Project.** The Parties enter into this Contract for purposes of Contractor performing work ("the Project"), generally described as:

January 2012 Winter Storm Debris Clean Up

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including their heirs, successors, and assigns, immediately upon the most recent date of signature appearing on this Contract.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses:

CITY:

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

CONTRACTOR:

Reano Construction & Logging Inc.
P.O. Box 1035
Black Diamond, WA, 98010
Tax I.D. # 91-1727902
Contact: Kirk Reano
Phone: (253) 261-1977 or 360-886-1374
Fax: (253) 852-4342

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

A. *In general.*

- (1) Responsible for all labor. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all labor necessary to complete the Project as required.

- (2) Responsible for performing all work. Contractor agrees and understands that Contractor shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City. Materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in any Request for Bids that was issued by City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself/herself/itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, the Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. The Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the work at his/her/its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the Work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor. The Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which the Contractor will rely on for purposes of conducting the work for the Project.

- (8) Contractor Clean-Up. Prior to Physical Completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by the Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. The Contractor and his subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work. The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (1) Prevailing wages. Contractor agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **April 26th 2012**. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to City's Department of Public Works prior to commencement of work under this Contract.
- (3) The Scope of Work, Bid Form, and Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the attached scope of work and including such requirements contained in any Request for Bids (RFB) that was issued by the City prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City.
- (4) City Construction Standards to control. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the City's Construction

Standards. Where the Construction Standards are in conflict with the approved Plans & Specifications, the City's Construction Standards (can be found on the street page of the public works page of the city's web site) shall control.

- (5) Schedule of Work to be followed. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (6) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after final acceptance of the Project by the City, correct work not conforming to the requirements of the Contract. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (7) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his designee, and accepted by same.

C. Non-Discrimination.

- (1) Contractor agrees that it, and its subcontractors and other agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

6. Compensation

Compensation shall be by Lump Sum for each of the five categories as defined in the attached Bid Form/ Scope of Work at the bid amounts:

Compensation for services requested by the City beyond the defined lump sum scope of work shall be on a force account according to the rates provided under Schedule of Hourly Rates.

7. Payment

A. The Contractor shall request approval and acceptance of each category of work from the City. The Contractor may not bill for the completed work until the City has accepted the completed work.

B. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices for any hourly work performed to the date of the invoice.

C. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

D. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.

E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. Performance Bond. Unless waived or the Contractor elects to have the City hold retainage, as provided below, the Contractor shall provide a performance and payment bond to the City prior to commencement of work guaranteeing the full and faithful performance by the Contractor of the terms and conditions of this Contract.

- ☐ Projects under \$35,000 (including tax): If the total cost of this project, including Washington State sales tax, is \$35,000 or less, the contractor may, in lieu of the bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the

Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Contractor election shall be in the form of election attached hereto as Exhibit "B".

Initial: HR (Contractor)

9. **Retainage.** If the contractor provides a performance bond for the full performance of the project, the City will waive the statutory 5% retainage requirements pursuant to RCW Ch. 60.28 for contracts under thirty-five thousand (\$35,000) dollars (including tax) but, City has a right of recovery against the Contractor for any payments it makes on behalf of the Contractor, otherwise the retainage will be 50%.
10. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may request additional services within the general scope of the Contract consisting of additions, deletions or other revisions according to the commitment of equipment and rates for each category of work. The Contract Sum and Contract completion date will be adjusted accordingly. Change orders shall be in writing signed by the parties.
11. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Such compensation shall be pro-rated based upon the lump sum bid and the percentage of the work completed. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
12. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:

A. *Responsibility Criteria.*

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

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;

4/30/12
HR

- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. *Requirement to verify subcontractors.* Contractor must verify the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works contract and subcontract of every tier.

13. Insurance

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, that insurance is maintained by Contractor and each of its subcontractors or agents who are not otherwise covered by Contractor's insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or

modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

4.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

E. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

4/30/12
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- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

14. Claims for damages.

- A. Excluded situations. City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of the Standard Specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

15. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. It is further agreed that all claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

16. Assigning or Subcontracting. Contractor 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.

17. **Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

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

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

20. **Extent of Agreement/Modification.** This Agreement, together with 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 be amended, modified or added to only by written instrument properly signed by both parties.

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

CITY OF BLACK DIAMOND

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: Kirk Reano

Print name: Kirk Reano

Title: Vice President

Date: 4/30/12

Attachments

4/30/12

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ADDENDUM 1

In the small works contract for debris cleanup, Section 8 (Performance Bond, page 5) and Section 9 (Retainage, page 6) shall be deleted and replaced with the following:

- 8. Performance Bond.** Unless waived or the Contractor elects to have the City hold retainage, as provided below, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 50% of the bid amount including tax guaranteeing the full and faithful performance by the Contractor of the terms and conditions of this Contract.
- ☐ **Projects under \$35,000 (including tax):** If the total cost of this project, including Washington State sales tax, is \$35,000 or less, the contractor may, in lieu of the bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Contractor election shall be in the form of election attached hereto as Exhibit "B".

Initial: HR (Contractor)

- 9. Retainage.** If a performance bond is provided, no retainage will be required for contracts under thirty-five thousand (\$35,000) dollars (including tax) but, the City has a right of recovery against the Contractor for any payments it makes on behalf of the Contractor.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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EXHIBIT "B"

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of RCW 60.28, at the option of the Contractor, shall be:

 X (1) Retained in a fund by the City.

 (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

 (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Rich Hansen
Contractor Signature

May 1st, 2012
Date

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P.O. BOX 1035
BLACK DIAMOND, WA. 98010

4/30/12
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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Heidi Reano (Corporate Officer (Not Contract Signer)) certify that I am the President (Corporate Title) of the corporation named as Contractor in the Agreement attached hereto; that Kirk Reano (Contract Signer) who signed said Agreement on behalf of the Contractor, was then Vice President (Corporate Title) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

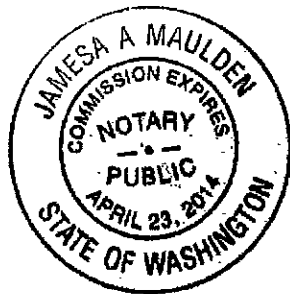
Heidi Reano
Corp. officer signature (not contract signer)
Heidi Reano
Printed
President
Title

State of Washington

County of King

Heidi Reano, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is President (Corporate Title) of Reano Construction + Logging Inc (Name of Corporation)

Subscribed and sworn to before me this 1st day of May, 2012



James A. Maulden
Notary Public (Signature)

James A. Maulden
Notary Public (Print)
My commission expires 4-23-14

REQUEST FOR BIDS
FOR
The 2012 Winter Storm Debris Cleanup

The City has remaining storm debris cleanup work from the January 2012 winter storm. The City is requesting lump sum bids for each category of work as defined in the attached bid proposal form / Scope of Work.

The City will provide one tour of the work areas Monday or Tuesday, April 30th or May 1st. Please coordinate with Scott Hanis for the time and meeting location for the work areas tour.

Small Works Roster Bids must be turned into the public works counter by 2:00 PM May 3rd, 2012.

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BLACK DIAMOND, WA. 98010

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**THE CITY OF BLACK DIAMOND
JANUARY 2012 WINTER STORM DEBRIS CLEAN UP**

BID FORM, SCOPE OF WORK, AND SPECIFICATIONS

The City of Black Diamond is hereinafter referred to as "the City"

1. The undersigned hereby certifies that he/she has examined the location and construction detail work as outlined in the bid documents for the City of Black Diamond January 2012 Winter Storm Debris Clean Up project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The Contract amount shall be the sum of the total of the lump sum for the six categories of work.

The undersigned has checked the above amounts and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the agreement.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	<u>April 30, 2012</u>	<u>Heidi Reano - President</u>
2. Exhibit "B"	<u>April 30, 2012</u>	<u>Heidi Reano - President</u>

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this bid, and the bid solicitation:

ITEM NO.	SCOPE OF WORK	UNIT	QUANTITY	AMOUNT DOLLAR CENTS
1	NORTH LAKE SAWYER DEBRIS CLEAN UP Pickup and load 27 different piles of storm debris, located along the City's ROW in the North Lake Sawyer area. (See work area sheet 2)	LS	1	\$ 2,600.00
2	LAKE SAWYER REGIONAL PARK Remove hazard limbs from 40 trees and load material. Pickup 20 piles of existing limbs that have been stacked along the water side of the improved area of Park. Remove 20 small trees leaning over access road. (See work area sheet 3)	LS	1	\$ 4,200.00
3	SEWER LAGOON Remove, load and haul fallen trees and debris from hillside and fence from the south side of the former sewer plant, starting at the recycling bins to the east end of sewer lagoon. Load and haul existing storm debris and chips to recycling site. (See work area sheet 4)	LS	1	\$ 6,540.00
4	RAILROAD GRADE/TRANSMISSION ROAD Remove storm debris from both sides of transmission main road, within 8' from the edge of the road. Starting at the intersection of the Booster Station road going Northwesterly for approximately 6000 feet. Debris can remain. (See work area sheet 5)	LS	1	\$ 900.00
5	HAZARD ROCK REMOVAL NEAR TRANSMISSION MAIN Secure and breakup rock into small enough pieces to place debris below walk way. (See work area sheet 6)	LS	1	\$ 1,000.00
SUBTOTAL				\$ 15,240.00
SALES TAX @ 8.6%				\$ 1,310.64
TOTAL SCHEDULE				\$ 16,550.64

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SCHEDULE OF HOURLY RATES

In the table below provide a description of each piece of equipment that will be used on the project and provide the hourly rate. The hourly rate for each piece of equipment shall include the operator. Also provide the hourly rate for common laborers, chainsaw operator, tree service or other specialty labor services not associated with a piece of equipment. The hourly rates for laborers shall include any tools or small power equipment that laborers will be using as part of their work. These hourly rates will be used for any out of scope work from the lump sum portion of the bid.

Equipment/Labor Description	Hourly Rate
One Traffic Flagger	\$ 40.00
Two Flagger Crew	\$ 80.00
Three Flagger Crew	\$ 120.00
Chainsaw Worker	\$ 55.00
Tree Climber	\$ 75.00
Laborer	\$ 40.00
Excavator - Komatsu 120	\$ 110.00
Mini Excavator - CAT 304	\$ 90.00
Dozer - CAT D-4 w/BrushRake	\$ 90.00
Chipper with V-8 motor	\$ 100.00
50 Yard End Dump Truck	\$ 110.00
12 Yard 3 axle Dump Truck	\$ 100.00
	\$
	\$

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

4/30/12
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Reano Construction & Logging Inc.
Bidder

May 1st, 2012
Date

REANOC L99KC
Contractor's License No.

849184932
Contractor's DUNS No.

By Heidi Reano - President
Authorized Official

Address: REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

- NOTES: 1. If the bidder is a copartnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

Specifications

Disposal

All storm woody storm debris shall be disposed of at a site that is certified and permitted to receive wood and organic debris. The contractor shall submit the wood debris disposal site to the City for approval before any loads are hauled on this project. The Contractor shall provide the City with dumping receipts for each load hauled away as documentation of proper disposal.

Traffic control

If the City determines that traffic control is needed, the City will have the option of providing the traffic control or having the contractor provide the necessary flaggers at the rates identified in the bid.

Schedule of Work

Upon execution of a contract and notice to proceed the, the Contractor shall start work within ten (10) days and complete the scoped portion of the work within twenty (20) days after said work has been commenced by the Contractor. It is anticipated that the contract will go before the City council on May 17th, 2012. If a second reading of the council action is required approval may be on June 7th, 2012.

Certificate of Insurance

Contractor shall provide a Certificate of Insurance with the City prior to starting work.

City Business License

Contractor, prior to commencing said work, must obtain a business license from the City in order to perform work within City limits.

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BLACK DIAMOND, WA. 98010

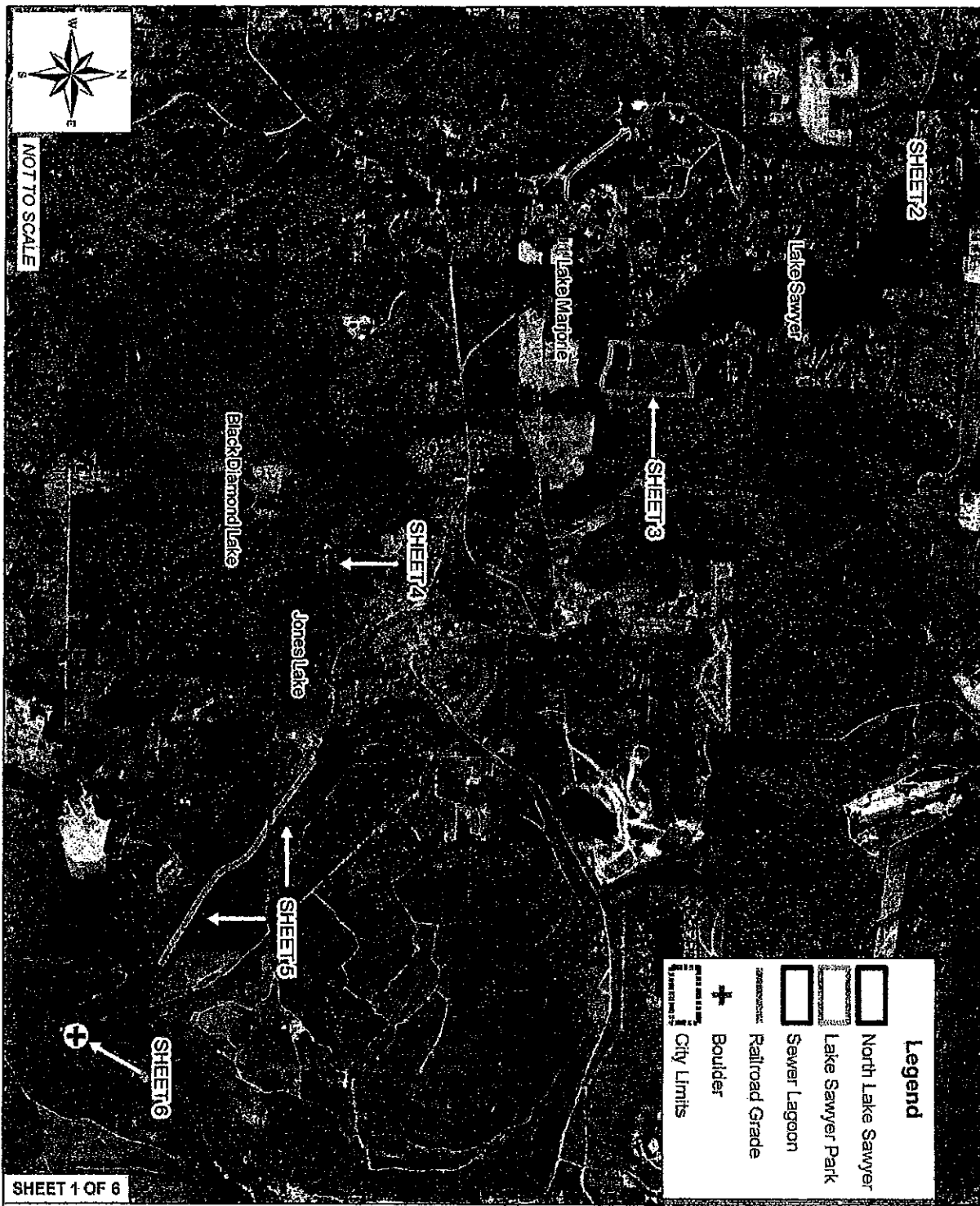
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Work Area Exhibits

The attached set of exhibits show the general locations of where work is to be performed. Details of the work site are to be field verified by Bidders. Drawings are not to scale.

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Drawn and Approved By: SH/SB

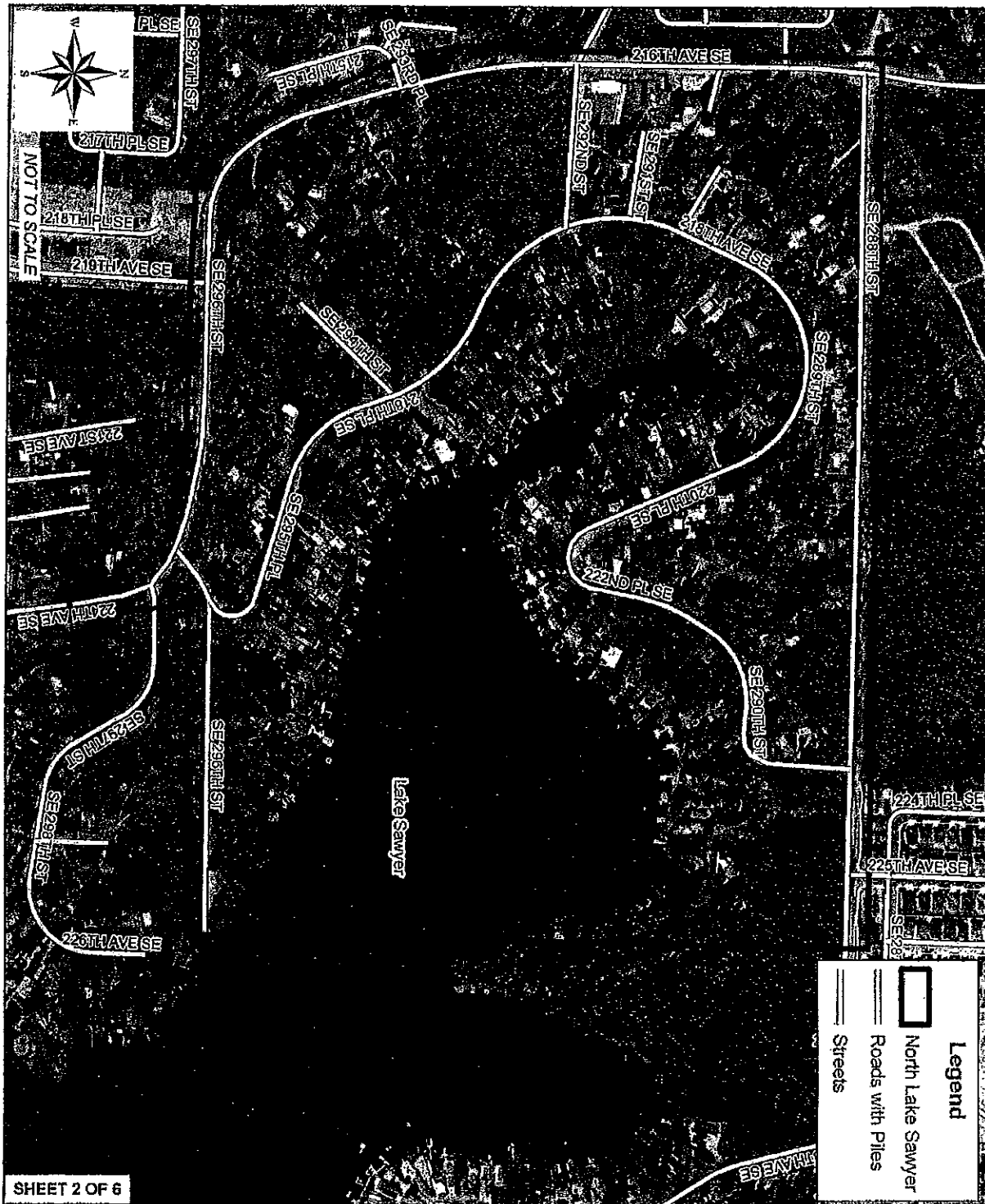
Date: April 19, 2012


Storm Debris Cleanup and Mitigation

COVER

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BLACK DIAMOND, WA. 98010

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	Drawn and Approved By: SH/SB	<h2>Storm Debris Cleanup and Mitigation</h2>
	Date: April 19, 2012	

SHEET 2 OF 6

NORTH LAKE SAWYER

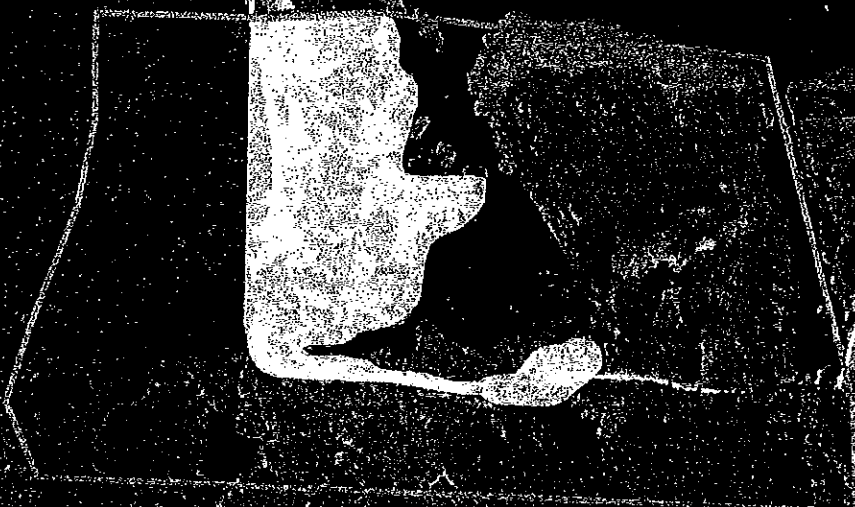
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 HQR



NOT TO SCALE

230TH PL SE
230TH PL SE
SE 321ST ST
Lake Sawyer



Legend

- Lake Sawyer Park
- Work Area
- Streets

SHEET 3 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

LAKE SAWYER PARK

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P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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NOT TO SCALE

ABRAMS AVE

Legend

- Sewer Lagoon
- Work Area
- Piles
- Streets

SHEET 4 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

SEWER LAGOON

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BLACK DIAMOND, WA. 98010

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SHEET 5 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

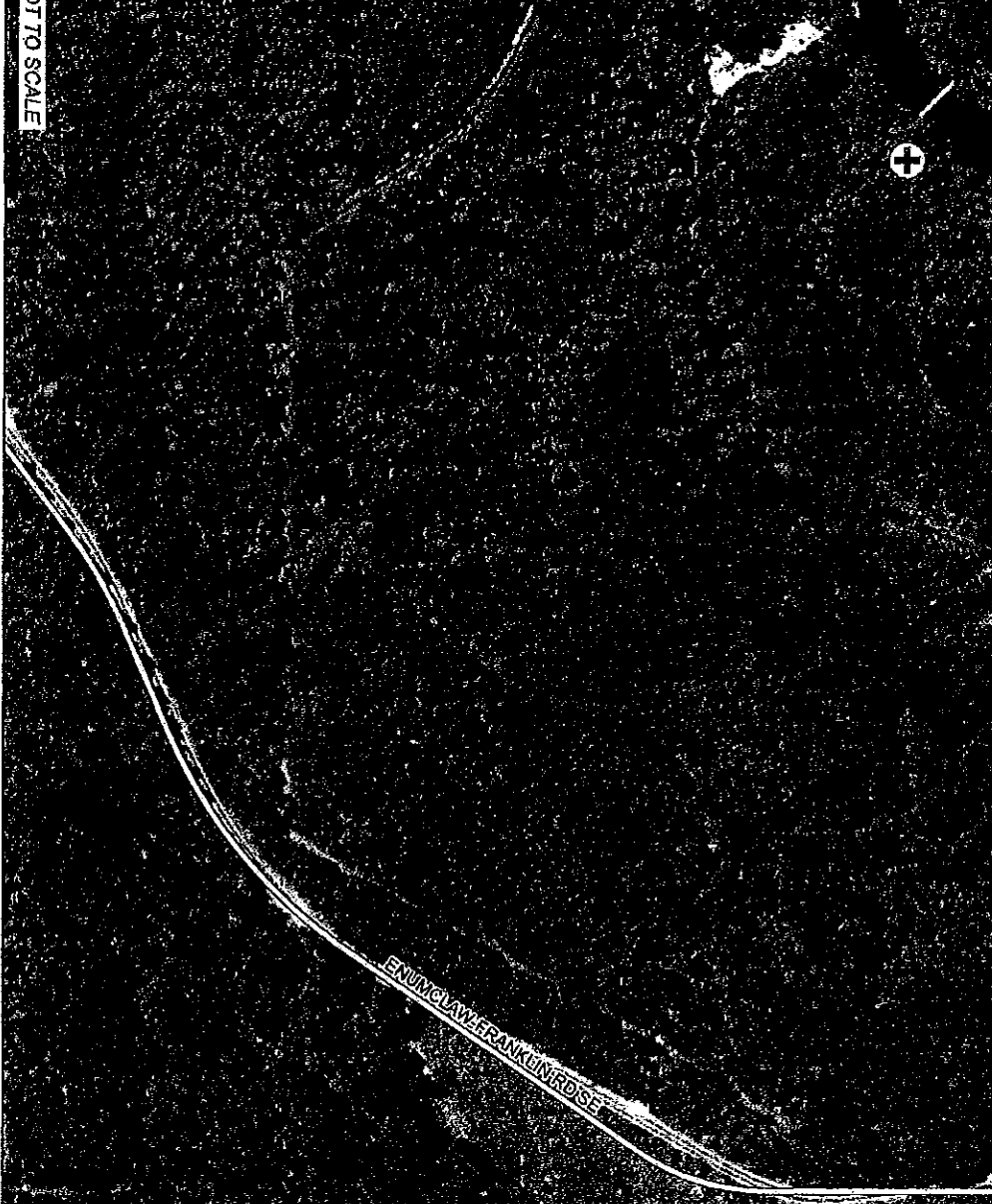
RAILROAD GRADE

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BLACK DIAMOND, WA. 98010

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NOT TO SCALE



Legend

+ Approx. Boulder Location

== Streets

SHEET 6 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

BOULDER

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BLACK DIAMOND, WA. 98010

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Project: January 2012 Winter Storm Debris Clean Up
Bid Opening: May 3, 2012

City of Black Diamond PO Box 569 Black Diamond, WA 98010												
Project: January 2012 Winter Storm Debris Clean Up Bid Opening: May 3, 2012				Bidder & Address		Reano Construction PO Box 1035 Black Diamond, WA, 98010		Cascade Utilities PO Box 322 Redmond, WA 98073		Lloyd Enterprises, Inc. PO Box 3889 Federal Way, WA 98053	Coby Construction PO Box 8589 Covington, WA 98042	City Estimate
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	-	North Lake Sawyer Debris Clean Up	LS	1	\$2,600.00	\$2,600.00	\$6,946.25	\$6,946.25	\$5,340.00	\$5,340.00	\$4,590.00	\$4,590.00
2	-	Lake Sawyer Regional Park	LS	1	\$4,200.00	\$4,200.00	\$4,425.00	\$4,425.00	\$5,730.00	\$5,730.00	\$7,990.00	\$7,990.00
3	-	Sewer Lagoon	LS	1	\$6,540.00	\$6,540.00	\$6,927.50	\$6,927.50	\$7,250.00	\$7,250.00	\$13,449.00	\$13,449.00
4	-	Railroad Grade/Transmission Road	LS	1	\$900.00	\$900.00	\$1,025.00	\$1,025.00	\$1,430.00	\$1,430.00	\$3,970.00	\$3,970.00
5	-	Hazard Rock Removal Near Transmission Main	LS	1	\$1,000.00	\$1,000.00	\$865.02	\$865.02	\$4,435.00	\$4,435.00	\$2,190.00	\$2,190.00
TOTAL CONTRACT AMOUNT BID						\$15,240.00		\$20,188.77		\$24,185.00		\$32,189.00
SALES TAX @ 8.6%						\$1,310.64		\$1,736.23		\$2,079.91		\$2,768.25
TOTAL WITH SALES TAX						\$16,550.64		\$21,925.00		\$26,264.91		\$34,957.25

There were no errors in bidding

Staff Report

2012 Winter Storm Debris Cleanup

BID PROCESS:

As a project eligible to be bid under Small Works guidelines, the City selected contractors from the Municipal Small Works Roster (MRSCRosters.org). Bid invitations and bid materials were sent out to seven contractors selected off of the MRSC Roster on April 26, 2012. The City received four bids. Reano Construction & Logging, Inc. was the low bidder at \$16,550.64.

PROJECT BUDGET:

The City has a grant from the Washington State Military Department which will cover up to 75% of the project costs. The State of Washington may cover 12.5% of the project costs. The City would need to cover any remaining costs (12.5% - 25%). This is emergency cleanup work due to the January 14-23, 2012 Winter Storm event and was not included in the 2012 budget. City staff received guidance from FEMA regarding the scope of work which could be included in this project. The breakdown is below:

EXPENSES:

Plans & Specs in kind (City)

Bid Amount: \$16,550.64

Contingency: \$ 1,655.00

Attorney Review: \$ 500.00

ESTIMATED TOTAL PROJECT COST: \$18,705.64

FUNDING:

Upon bid award, TIB adjusts their contribution to match the project bid, as outlined below:

Grant: \$14,029.23

State of Washington: \$ 2,338.20

City Match: \$ 2,338.21

TOTAL: \$18,705.64

City match will be covered in part from FEMA reimbursement for already incurred City expenses such as labor and equipment costs associated with the January 14-23, 2012 winter storm event. Final numbers will be known once all paperwork is finalized with FEMA. City staff recommends moving forward with this project.

CONTRACTOR:

The low bidder, Reano Construction & Logging, Inc. of Black Diamond, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. The low bidder has not claimed bid error and no formal bidding protests have been recorded. We have verified that the low bidder, Reano Construction & Logging, Inc. of Black Diamond, Washington, has met the responsibility criteria.

Based on our evaluation, City Staff recommends that this project be awarded to Reano Construction & Logging, Inc., PO Box 1035, Black Diamond, Washington 98010.

INSPECTION AND PROJECT MANAGEMENT:

City staff will provide the inspections, project management and project administration.