



CITY OF BLACK DIAMOND
October 30, 2014 Special Meeting Agenda
25510 Lawson St., Black Diamond, Washington

5:30 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

- 1) **Work Session** – 2015 Preliminary Budget on Public Works - Mayor Gordon, Ms. Miller, Seth Boettcher
- 2) **Work Session** – Rock Creek Bridge Project – Mr. Boettcher
- 3) **AB14-093A** – Resolution Authorizing Contract with Parametrix for Rock Creek Bridge Project Mr. Boettcher
- 4) **AB14-098** – Resolution Authorizing Contract with Parametrix for Contract MDRT Planner Mr. Williamson

ADJOURNMENT:



CITY OF BLACK DIAMOND INTEROFFICE MEMO

October 23, 2014

To: City Council

From: May Miller, Finance Director

Re: 2015 Proposed Preliminary Budget-Public Works Funds

The October 30, 2014 Council Workstudy meeting will focus on Mayor Gordon's proposed 2015 Preliminary Budgets for the Public Works Funds. Those include the Operating budgets for the Street, Water, Sewer and Stormwater Funds plus their associated Capital and Reserve Funds. All Public Works Operating Funds 2015 Budgets are in balance and maintain their ending Cash & Investment reserves per the Financial Management Policy as adopted by Resolution 08-560 and 13-866.

The worksheets for the operating funds show actuals for 2013, 2014 Budget and an estimate of 2014 Yearend Revenues and Expenditures as wells as the proposed 2015 Budget.

The 2015 Budget for the Street Fund continues the revenue at approximately \$90,000 a year and expenditures of approximately \$200,000. The short-fall is balanced by transferring \$50,000 from REET II and reducing Street Cash & Investment balance. The Street Fund is expected to end 2015 with \$87,655 in Ending Cash & Investment. The Street Fund ending balance may be depleted if new revenues or drastic service level reductions are not in place before the 2016 budget process.

The Water Fund is showing the improvements that were expected from the three years of approved rate increases. 2015 is last year of the water rate increases approved by council. In the 2015 budget, the transfer from the Water reserves was decreased to \$10,000 from \$80,000 in 2014 and from 150,000 in 2013. The 2016 Budget will see further expenditures decreases, as the \$46,000 debt payment to the Sewer fund and one public works Trust Fund Loan for approximately \$11,000 a year will both be paid off in 2015. An update of the rate study module is planned for the first quarter of 2015 to review the future status of the water rates.

The 2015 Budget for the Sewer Fund includes a pass through rate increase for the Metro portion of the rate, which is effective January 1, 2015. A public hearing and adoption is scheduled for November and December 2014. The city portion of the rate also needs to be increased to cover the increased effect of the additional State Excise Tax and City Utility Taxes that are both based on increased total Operating Revenue. The city portion of the rate has not been increased to cover this tax effect and his has caused the need for Annual transfers from the Sewer Reserve Cash & Investment of at least \$80,000 per year. The rate study module will be updated in the first quarter of 2015 to review the possible need for future city sewer rate increases.

The 2015 Budget for the Stormwater Fund has improved slightly, as their two internal loans from the Sewer fund to begin operations are paid in full. The first loan was paid in 2014 and reduced expenditures by \$20,000 and the final loan will be paid in 2015, saving an additional 10,000 a year. The savings from the final payment of loans has maintained the three months of ending Cash & Investment balance without a rate increase in 2015, but has not provided any additional funds needed to do capital improvements, or even cover street sweeping costs that have been covered by DOE Grants. The last DOE Operating Grant approved expires in January 2015 and it is unknown if additional funds will be available to cover street sweeping and other increased costs. The rate study Model will be updated and reviewed in the first quarter of 2015, and will better review rates need in the future.

The associated Capital Projects for the Public Works Fund are also included and reflect the projects that were in the 2015-2020 Capital Improvement Plan. If projects are already included in the 2014 Budget and are not completed in 2014, the remaining unfinished balances of those projects will be carried over in the first 2015 Budget amendment.

The Preliminary 2015 Public Works Budgets were reviewed by the Public Works Committee at their October 16, 2014 meeting. If you have any questions, please give me a call at 360-886-5700.

CITY OF BLACK DIAMOND



October 30, 2014 Budget Workshop
2015 Preliminary Budget Workpapers

PUBLIC WORKS

City of Black Diamond
2015 Preliminary Budget Proposal
October 30, 2014
Public Works Funds – 2015 Preliminary Budgets

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101 Street Fund 2015 Preliminary Budget

DRAFT

	Dec 31, 2013 Actuals	2014 Budget	August 2014 Actuals	2014 Est Act	2015 Budget	2014/2015 Difference
STREET FUND REVENUE						
1 Street Gas Tax	86,206	85,700	55,387	83,000	84,600	(1,100)
2 Annex-Diverted Road Tax						0
3 Street/Sidewalk cut/Curb variance	300	1,000				(1,000)
4 Right of way permit	2,784	3,600	5,260	5,200	5,200	1,600
5 Grant Reim. Proj mgmt						0
6 Charges for service/Civil Inspect	8,033	600	550	550	550	(50)
7 Operating Revenue	97,323	90,900	61,197	88,750	90,350	(550)
8 YarrowBay-Sal & Ben Reimb	36,697	18,655	10,886	18,655	19,774	1,119
9 Investment Interest	351	600	105	100	100	(500)
10 Transfer in REET II		50,000	50,000	50,000	50,000	0
11 Total Other Revenue	37,048	69,255	60,991	68,755	69,874	619
12 Total All Revenue	134,371	160,155	122,188	157,505	160,224	69
13 Beginning C & I Bal	262,584	186,952	186,952	186,952	142,222	(44,730)
14 Total Sources	396,955	347,107	309,140	344,457	302,446	(44,661)
STREET FUND EXPENDITURES						
16 Salaries	96,080	101,736	68,254	101,736	116,112	14,376
17 Grant Reim. Proj mgmt	(14,746)	(20,000)		(31,000)	(26,830)	(6,830)
18 Seth -Wtr Comp Plan Alloc					(10,000)	(10,000)
19 MDRT Allocation					(2,500)	(2,500)
20 Benefits	40,584	42,292	27,027	41,023	46,772	4,480
21 Total Salaries and Benefits	121,918	124,028	95,281	111,759	123,554	(474)
22 Allocated Office Supplies, Copies,	1,289	1,996	1,328	1,996	2,050	54
23 Operating Supplies & Uniforms	2,576	2,010	623	1,300	1,500	(510)
24 Sand & Salt	81	1,300	280	600	1,300	0
25 Fuel	2,699	4,000	1,795	3,600	3,840	(160)
26 Small Tools and Equipment	1,301	1,265	239	500	1,210	(55)
27 Total Supplies	7,946	10,571	4,265	7,996	9,900	(671)
28 Insurance	7,612	8,487		10,600	6,001	(2,486)
29 Telephone/Postage (communications)	1,034	1,600	582	1,280	1,300	(300)
30 Prof Services-	4,224	8,200		0		(8,200)
31 Mtc Software & GPS	1,425	1,475	1,702	1,750	1,660	185
32 Traffic Signal Maintenance	3,555	3,600	2,378	3,600	3,600	0
33 Street Lights	31,426	31,000	17,275	27,900	31,000	0
34 Travel, Memberships and Training	916	2,100	379	1,000	2,124	24
35 Advertising/Bank Chgs	915	700	1,068	1,500	1,400	700
36 Vehicle & Shop Mtc & Misc	2,948	2,659	4,908	4,000	4,340	1,681
37 Proj Vehicle Mtc reimb	(3,155)					0
38 Utilities (elect, gas, water, sewer, etc.)	2,537	3,270	1,244	2,500	2,660	(610)
39 Legal costs	9,764	13,000	7,356	11,000	9,800	(3,200)
40 Audit - share of costs	1,298	2,170	2,168	2,170	2,542	372
41 Cost Alloc- Administration	5,640	5,180	3,456	5,180	4,900	(280)
42 Total Services & Charges	70,139	83,441	42,516	72,480	71,327	(12,114)
43 Total Operating Expenses	200,003	218,040	142,062	192,235	204,781	(13,259)
44 Transfer back from RR Ave Project						
45 Transfer to 310 Fund						
46 Transfer for Equipment-CIP	10,000	10,000	10,000	10,000	10,000	0
47 Transfer out Abrams						
48 Total Other Expenditures	10,000	10,000	10,000	10,000	10,000	0
49 Total All Expenditures	210,003	228,040	152,062	202,235	214,781	(13,259)
50 Three Months Cash and Investments	56,202	54,600	54,600	48,184	51,195	372
51 Unreserved C&I Balance	130,750	64,467	102,478	94,038	36,470	47,159
52 Total Ending Cash & Investments	186,952	119,067	157,078	142,222	87,665	(31,402)
53 Total Uses	396,955	347,107	309,140	344,457	302,446	(44,661)

401 Water Operating Fund Preliminary Budget

DRAFT

	2013 Actual thru Dec 31, 2013	2014 Budget	Aug 2014 Actual	Dec Est Actual	2015 Budget	2015 Budget
WATER FUND REVENUE						
1 User Charges	459,234	580,300	379,927	575,000	642,000	61,700
2 Late Charges & Name Changes	17,068	16,000	12,245	18,000	18,000	2,000
3 Subtotal Operating Revenue	476,302	596,300	392,172	593,000	660,000	63,700
5 YarrowBay PW Reimbursement	39,520	18,655	10,885	18,655		(18,655)
7 Deposits and Reimbursements/Misc	1,755	1,000	5,880	5,880		(1,000)
8 Civil Insp Fee	7,016					
9 New water meter setting	2,000	2,000	4,015	5,800	6,000	4,000
10 Investment Interest	137	130	68	100	100	(30)
11 Insurance Reimbursement						
12 Debt Service-Developer Contribution	669,596	99,833	99,362	99,362	98,891	(942)
13 Transfer from Water Capital Fund	150,000	80,000	80,000	80,000	10,000	(70,000)
14 Subtotal Other Revenue	870,024	201,618	200,210	209,797	114,991	(86,627)
15 Total Revenue	1,346,326	797,918	592,382	802,797	774,991	(22,927)
16 Total Cash & Investment	107,982	125,340	125,340	125,340	129,219	3,879
17 Total Sources	1,454,308	923,258	717,722	928,137	904,210	(19,048)
WATER FUND EXPENDITURES						
21 Salary	120,684	133,086	89,384	134,077	147,815	14,729
MDRT Allocation					-2,500	(2,500)
Water Comp Plan Pj. Allocation					-10,000	(10,000)
22 Grant/Proj Mgmt Credit	(14,028)	(15,000)		(15,000)	(16,430)	(1,430)
23 Benefits	52,388	54,952	35,744	53,616	60,375	5,423
24 Total Salaries and Benefits	159,044	173,038	125,128	172,693	179,260	6,222
25 Operating & Office Supplies/Uniforms	5,552	8,000	2,779	5,558	6,034	(1,966)
26 Supplies, Copies, Post, Sys Mtc - Alloc	4,718	7,628	4,920	4,920	6,150	(1,478)
27 Caustic (potassium hydroxide)	10,092	12,500	8,823	12,500	12,500	
28 Fuel	3,049	3,500	1,723	3,400	3,260	(240)
29 Small tools & Safety Supplies	996	1,265	1,035	1,265	1,210	(55)
30 Total Supplies	24,407	32,893	19,280	27,643	29,154	(3,739)
31 Insurance	30,570	37,689	0	41,486	28,335	(9,354)
32 Telephone/DSL/Radios	2,914	2,850	1,672	2,500	2,200	(650)
33 Professional Services	3,412	5,500			6,000	500
34 Water Testing	1,972	1,500	453	1,100	1,500	
35 Health Dept Permit/City Permit	1,232	2,100	1,484	1,484	1,600	(500)
36 Health Dept Survey Fee	918	1,000				(1,000)
37 Repairs & Maintenance/locates/misc.	11,655	12,585	11,702	14,000	11,150	(1,435)
38 Proj Mgmt/Grant Equip Reimb	(1,052)	0				
39 Travel, Memberships and Training	855	2,900	99	1,000	2,156	(744)
40 Electricity/Gas	33,475	32,000	17,135	28,500	35,000	3,000
41 Water, Sewer Drainage and Garbage	1,287	1,662	900	1,400	1,490	(172)
42 Legal Services	15,034	21,200	12,047	18,000	15,000	(6,200)
43 Postage/Printing/Advertising/CC costs	3,531	2,010	2,452	3,500	3,800	1,790
44 Software Mtc	3,081	2,175	3,408	3,500	3,360	1,185
45 Audit - Share of costs	3,172	5,300	5,300	5,300	9,743	4,443
46 Cost Allocation	16,908	15,580	10,384	15,580	21,700	6,120
47 Taxes Utility	31,603	37,000	24,780	36,500	39,000	2,000
48 Taxes B&O	21,687	29,000	21,248	27,600	32,000	3,000
49 Total Services & Charges	182,254	212,051	113,064	201,450	214,034	1,983
50 Total Operating Expenditures	365,705	417,982	257,472	401,786	422,448	4,466
51 Transfer for Equipment-CIP	10,000	10,000	10,000	10,000	10,000	
52 Wind Damage Poles						
53 Transfer to Water portion Comp Plan		5,000	5,000	5,000		(5,000)
54 WW Interfund Loan for Meters	46,221	46,920		46,920	46,460	(460)
55 Debt Services	907,042	336,090	335,212	335,212	306,285	(29,805)
61 Subtotal Other Expenditures	963,263	398,010	350,212	397,132	362,745	(35,265)
62 Total Expenditures	1,328,968	815,992	607,684	798,918	785,193	(30,799)
63 Three Months Cash and Investments	91,426	104,496	104,496	104,496	104,935	439
64 Unreserved C&I Balance	33,914	2,770	5,572	24,723	14,082	11,312
65 Total Ending Cash & Investments	125,340	107,266	110,038	129,219	119,017	11,751
66 Total Uses	1,454,308	923,258		928,137	904,210	(19,048)

10/15/2014

10/21

City of Black Diamond, Washington

!! Months of Payments only-2015

EXHIBIT B

Budgeted Water Debt Analysis as of December 31, 2014-For 2015 Budget

Issue Date	Issue Amount	Type	Purpose	Maturity Date	12/31/2014 debt owed	2015 Principal	2014 Interest	2015 Debt Svs	2015				
									Water Operating	Water Capt Res	Total Water	Developer Reimb	Total Debt Service
1995	200,000	PWTF	Wtr Repair	2015	10,650	10,650	489	11,139	11,139		11,139	0	11,139
2006	180,000	PWTF	Cor Contrl	2022	90,000	10,313	413	10,726	10,726		10,726	0	10726
2005	3,407,063	PWTF	Tac 500mg	2024	2,013,180	184,542	9,227	193,769	153,769	40,000	193,769		193,769
	256,064	PWTF	Tac city 1st	2024									
	1,784,693	PWTF	Pump Fac, Res & lines	2024	941,820	86,334	4,317	90,651				90,651	90,651
	5,447,820	PWTF			2,955,000	270,876	13,544	284,420	153,769	40,000	193,769	90,651	284,420
2004	11,334,510	Tac Water	Tac Wtr 1	2013	0	0	0	0	0	0	0	0	0
Totals	17,162,330				2,955,000	291,839	14,446	306,285	175,634	40,000	215,634	90,651	306,285
Total net Water fund 2013 Debt Service									\$175,634	\$40,000	\$215,634	90,651	306,285
2011	230,000	Int. Loan	Meters Sys	2015	46,000	46,000	460	46,460	\$46,460		\$46,460		46,460
Totals	17,392,330				3,001,000	337,839	14,906	352,745	222,094	40,000	262,094	90,651	352,745

Less developer Responsibility Palmer \$941,820

Net City Liability 2,059,180

*Black diamond hold a letter of credit from Palmer Coking for their balance owing of \$946,528.30 of PWTF Loan.
included 2015 Est Interest.
10/21/2014

407 Sewer Fund - 2015 Preliminary Budget

Draft

	December 31, 2013 Actual	2014 Budget	August 31,2014 Actuals	2014 Dec Est Actual	2015 Budget	2014/2015 Difference
WASTEWATER FUND REVENUE						
1 User Charges	692,136	694,750	468,421	700,000	737,000	42,250
2 Operating Revenue	692,136	694,750	468,421	700,000	737,000	42,250
1 Other Revenues						
2 Misc Reimb	7,797	1,825	1,595	2,500	2,500	675
3 YarrowBay PW Director Reimburse	38,199	18,655	10,885	18,655		(18,655)
4 Investment Interest	108	100	67	100	100	
5 Insurance Recovery/Civil Insp Fee	595	0				
6 Transfer from Capital or Operating	85,000	80,000	80,000	80,000	80,000	
11 Total Other Revenue	131,699	100,580	92,547	101,255	82,600	(17,980)
12 Total Revenue	823,835	795,330	560,968	801,255	819,600	24,270
13 Total Beg Cash and Investments	87,738	126,682	126,682	126,682	118,383	(8,299)
14 Total Sources	911,573	922,012	687,650	927,937	937,983	15,971
WASTEWATER EXPENDITURES						
17 Salaries	119,570	129,986	87,793	129,986	142,638	12,652
18 MDRT Allocation					(2,500)	(2,500)
19 Allocation of Seth to Wtr Comp Plan					(10,000)	(10,000)
20 Grant & Proj Wage reimb	(2,313)	(15,000)		(15,000)	(14,680)	320
21 Benefits	52,126	54,325	35,563	54,325	60,654	6,329
22 Total Salaries & Benefits	169,383	169,311	123,356	169,311	176,112	6,801
23 Office and Operating Supplies	1,552	1,817	904	1,600	1,432	(385)
24 Sup, Copies, Post, sys mtc (allocated)	4,718	7,628	4,920	7,628	6,150	(1,478)
25 Safety Sup & Uniforms, tools	1,809	1,565	665	1,200	1,562	(3)
26 Fuel	2,958	3,500	1,853	2,900	3,040	(460)
27 Total Supplies	11,037	14,510	8,342	13,328	12,184	(2,326)
28 Insurance	11,302	12,864	0	16,080	14,622	1,758
29 Prof Services - Printing & Advertising	5,564	2,200	968	2,000	2,200	
30 Repairs & Maintenance	6,809	7,100	2,601	4,800	9,390	2,290
31 Proj & Grant equip-Credit	(1,052)					
32 Travel, Memberships and Training	308	2,110	99	750	2,024	(86)
33 Electricity & Gas	2,211	2,200	1,599	2,400	2,200	
34 Utilities	4,274	2,354	1,656	3,900	2,665	311
35 Tele, Postage, Mer Card & Misc.	3,846	5,540	4,308	4,850	5,260	(280)
36 Software & GPS Maint	1,425	1,475	1,703	1,800	1,660	185
37 Legal Services	14,727	22,000	11,937	17,900	15,000	(7,000)
38 Audit - share of costs	3,172	5,300	5,300	5,300	9,319	4,019
39 Cost Allocations	16,908	15,580	10,384	15,580	21,000	5,420
40 Taxes Utility	44,329	44,120	28,857	43,275	44,200	80
41 Taxes B&O	7,823	8,500	7,596	10,080	9,600	1,100
42 Total Services & Charges	121,646	131,343	77,008	128,715	139,140	7,797
43 Subtotal Operating Expenses	302,066	315,164	208,706	311,354	327,436	12,272
44 Other Expenses						
45 King County Metro	472,825	474,600	319,872	483,200	511,700	37,100
46 Transfer for Sewer Comp Plan						
47 Total Payment Sewer Treatment	472,825	474,600		483,200	511,700	37,100
48 Total Operating Expenditures	774,891	789,764	528,578	794,554	839,136	49,372
49 Capital Expenses						
50 Transfer for Equipment-CIP	10,000	10,000	10,000	10,000	10,000	
51 Transfer for Sewer Comp Plan	-	5,000	5,000	5,000		(5,000)
52 Manhole Rehabilitation	-					
53 Subtotal Other Expenditures	10,000	15,000	15,000	15,000	10,000	(5,000)
54 Total Expenses	784,891	804,764	543,578	809,554	849,136	44,372
55 Three Months Cash and Investments	75,517	75,416	75,416	75,416	81,859	6,443
56 Unreserved C&I Balance	51,165	41,832	68,656	42,967	6,988	(34,844)
57 Total Ending Cash and Investments	126,682	117,248	144,072	118,383	88,847	(28,401)
58 Total Uses	911,573	922,012	687,650	927,937	937,983	15,971

10/15/2014

City of Black Diamond, Washington

Wastewater Loan and repayment schedule

Loan year	purpose	Fund	Amount	Reason
2007	Gen Fund	1	75000	Capital Furniture
2008	Tech-Police	310	200000	Capital Police Software
2008	Drg Start up	410	100000	Start up
2009	Drg start up	410	50000	Start up
2010	Wtr meters	404	230000	Capital -Water Meter Project
2015	wtr-Paint Res	404	214000	Capital-Water-Paint Reservoir

Total **869000**

Wastewater Repayment Schedule

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
General Fund	75000													\$75,000
Tech police			\$40,000	\$40,000	\$40,000	\$40,000	\$40,000							\$200,000
Drg 2008			\$20,000	\$20,000	\$20,000	\$20,000	\$20,000							\$100,000
Drg 2009				\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						\$50,000
Wtr Meters					\$46,000	\$46,000	\$46,000	\$46,000	\$46,000					\$230,000
Wtr-Paint Res										\$42,800	\$42,800	\$42,800	\$42,800	\$171,200
Total Principal	75000	60000	70000	116000	116000	116000	116000	\$56,000	\$46,000	\$42,800	\$42,800	\$42,800	\$42,800	\$826,200

10/21/2014

410 Stormwater Fund - Preliminary Budget

Draft

	December 31, 2013 Actual	2014 Budget	August 2014 Actual	12/31/2014 Estimated Actual	2015 Budget	2014/2015 Difference
REVENUE						
1 Stormwater Charges	293,430	334,000	221,012	330,200	334,000	
2 Operating Revenue	293,430	334,000	221,012	330,200	334,000	0
3 Other Revenue						
4 Civil Insp Fee	3,508		1,430			
5 2009/2010 DOE Grant						
6 2010/2011 DOE Grant						
7 YarrowBay-PW Dir Reimburse	41,720	18,655	10,730	18,655		(18,655)
8 Misc Rev	990					
9 Investment Interest	60	50	52	60	100	50
11 Total Other Revenue	46,278	18,705	12,212	18,715	100	(18,605)
12 Total Revenue	339,708	352,705	233,224	348,915	334,100	(18,605)
13 Beginning C&I Balance	82,200	81,657	81,657	81,657	106,292	24,635
14 Total Sources	421,908	434,362	314,881	430,572	440,392	6,030
EXPENDITURES						
16 Salaries	120,168	123,067	88,906	125,000	139,051	15,984
17 Seth Allocation to MDRT					(2,500)	(2,500)
18 Seth Allocation to Wtr Comp Plan					(10,000)	(10,000)
19 Grant/Proj Mgmt-Credit	(7,033)	(10,000)		(15,000)	(20,829)	(10,829)
20 Benefits	52,238	53,830	35,709	53,560	59,784	5,954
21 Total Salaries & Benefits	165,373	166,897	124,615	163,560	165,506	(1,391)
22 Operating Supplies and Uniforms	2,286	3,537	1,843	2,600	3,034	(503)
23 Office Supplies, Copies, Postage, Sys Mtc.	4,716	7,628	4,920	7,628	6,150	(1,478)
24 Fuel	3,036	2,296	1,872	2,200	3,200	904
25 Small Tools and Equipment	911	1,265	143	500	1,210	(55)
26 Total Supplies	10,949	14,726	8,778	12,928	13,594	(1,132)
27 Insurance	4,548	5,244		6,975	6,651	1,407
28 KC-Water Quality Testing	8,358	7,000			8,500	1,500
29 Repairs & Maintenance/Security	6,286	4,909	2,342	4,500	6,390	1,481
30 Professional Services/WIRA	10,181	7,500	2,563	3,000	5,110	(2,390)
31 DOE & Stormwater Permits	1,117	2,000	1,117	1,117	1,200	(800)
32 Travel, memberships and training	340	2,000	120	500	2,024	24
33 Tele, DSL, Radio, Post, Advertising & Misc	5,183	3,705	4,112	5,500	7,550	3,845
34 Utilities (elect, gas, water, sewer, etc)	1,287	1,801	1,106	1,620	1,930	129
35 Street Sweeping-non grant	3,371			0		
36 Stormwater rate study	2,767			0		
37 Software & GPS Maint	1,425	4,960	998	1,500	1,660	(3,300)
38 Legal Services	14,646	20,300	11,035	13,000	15,000	(5,300)
39 Audit - share of costs	3,172	5,300	5,300	5,300	9,319	4,019
40 Cost Allocation- Administration	16,908	15,580	10,384	15,580	21,000	5,420
41 Stormwater-Grant Reimb for Op costs	(1,052)					
42 Utility Tax	40,764	63,487	41,977	56,000	60,140	(3,347)
43 Taxes Excise B&O	4,565	8,350	4,625	8,000	8,000	(350)
44 Total Service & Charges	123,866	152,136	85,679	122,592	154,474	2,338
45 Total Operating Expenses	300,188	333,759	219,072	299,080	333,574	(185)
46 Transfer for Equipment-CIP	10,000	10,000	10,000	10,000	10,000	
47 Debt repayment-100,000	20,054					
48 Debt Repayment-50,000	10,010	10,200		10,200		(10,200)
49 Transfer for SW portion Comp Plan		5,000	5,000	5,000		(5,000)
50 Roberts Road-Storm Improvements						
51 DOE Gran09/10 Catch Basin Clg/GPS						
52 DOE Grant 2010/2011 Exp						
53 Total Other Expenditures	40,064	25,200	15,000	25,200	10,000	(15,200)
54 Total Expenditures	340,252	358,959	234,072	324,280	343,574	(15,385)
55 Reserved C&I Balance	75,047	83,440	83,440	83,440	83,393	(47)
56 Unreserved C&I Balance	6,609	(8,037)	(2,631)	22,852	13,425	21,462
57 Total Ending Cash & Investments	81,656	75,403	80,809	106,292	96,818	21,415
58 Total Uses	421,908	434,362	314,881	430,572	440,392	6,030

2015 Employee Allocations by Funding Source

Positions	Full Time Equivalent (FTE)	Funding Agreement	General Fund	Street Fund	Water Fund	Sewer Fund	Storm water Fund
Municipal Court							
Court Administrator	1.00		1.00				
Court Clerk	0.29		0.29				
Total Court	1.29		1.29	0.0	0.0	0.0	0.0
Administration							
City Administrator (Vacant)							
Admin Assistant I	1.00		0.10		0.30	0.30	0.30
Total Administration	1.00		0.10	0.00	0.30	0.30	0.30
City Clerk							
City Clerk/Assistant City Administrator	1.00	1.00					
Deputy City Clerk	1.00		0.60	0.04	0.12	0.12	0.12
Total City Clerk	2.00	1.00	0.60	0.04	0.12	0.12	0.12
Finance Department							
Finance Director	1.00		0.70	0	0.10	0.10	0.10
Deputy Finance Director	1.00		0.72	0	0.09	0.10	0.09
Accounts Payable Clerk	0.73		0.45	0.04	0.08	0.08	0.08
Total Finance	2.73		1.87	0.04	0.27	0.28	0.27
Information Services							
Information Services Manager (Vacant)	0.00						
Total Information Services	0.00		0.0	0.0	0.0	0.0	0.0
Police Department							
Police Chief	1.00		1.00				
Police Commander	1.00		1.00				
Sergeant	2.00		2.00				
Police Officers	4.00		4.00				
Police Records Coordinator	1.00		1.00				
Police Clerk	0.63		0.63				
Total Police Department	9.63		9.63	0.00	0.00	0.00	0.00
Community Development							
Permit Technician Supervisor (Vacant)							
Permit Technician	0.60		0.60				
Total Community Development	0.60		0.60				
Master Development Review Team (MDRT)							
MDRT Exconomic Development Director	1.00	1.00					
Community Devel./Natural Resource Director	1.00	0.50	0.50				
Utilities Construction Supervisor	1.00	1.00					
Senior Planner	0.75	0.75					
Senior Accountant	0.75	0.75					
Total Economic Development	4.50	4.00	0.50	0.00	0.00	0.00	0.00
Facilities Department							
Facilities Equipment Coordinator	1.00		0.80	0.05	0.05	0.05	0.05
Total Facilities	1.00		0.80	0.05	0.05	0.05	0.05
Stewardship							
Stewardship Director (Vacant)							
Total Stewardship	0.00		0.00	0.00	0.00	0.00	0.00
Public Works							
Public Works Director	1.00			0.25	0.25	0.25	0.25
Admin Assistant III	1.00			0.25	0.25	0.25	0.25
Utilities Supervisor	1.00		0.04	0.30	0.22	0.22	0.22
Utility Worker	1.00		0.10	0.15	0.25	0.25	0.25
Utilities Operator	1.00		0.10	0.15	0.25	0.25	0.25
Seasonal Help for Parks	0.12		0.06	0.02	0.02	0.00	0.02
Total Public Works	5.12		0.30	1.12	1.24	1.22	1.24
Grand Total Budget Positions (FTE's)	27.87	5.00	15.69	1.25	1.98	1.97	1.98

321-000 REET II Public Works Capital Projects

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change	% Budget Change
REVENUE						10/20/2014
1 R2 1/4% REET Tax	57,929	56,000	36,692	75,000		
2 LGIP Investment Interest	453	1,000	147	500		
3 Subtotal REET II Fund Revenue	58,382	57,000	36,839	75,500		
4 Beg Cash & Investments	329,674	278,057	278,056	171,357		
5 Total REET II Fund Sources	388,056	335,057	314,895	246,857	(88,200)	-26.3%
EXPENDITURES						
7 Transfer to REET I						
8 Transfer to Rock Cr Br Pj		53,700	53,700			
9 Transfer to Makers GFC Pj		6,000	6,000			
10 Transfer out 320 PW Capital	80,000	70,000	70,000	80,000		
11 Transfer out to 404 Water Projects	30,000					
12 Transfer out to Street		50,000	50,000	50,000		
13 Total REET I Fund Expenditures	110,000	179,700	179,700	130,000		
14 Ending Cash & Investments	278,056	155,357		116,857		
15 Total REET II Fund Uses	388,056	335,057	179,700	246,857	(88,200)	-26.3%

320 REET II Public Works Capital Projects

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change	% Budget Change
REVENUE						10/20/2014
1 Misc. Overlays	143,507					
2 Transfers REET II	80,000	195,453	195,453	80,000		
3 Roberts Sidewalk TIB Grant	69,802					
4 Reflective Street Signs Grant		20,857	20,431			
5 Lawson TIB Grant		264,691	42,381			
6 Rock Creek Bridge - Grant		474,300				
7 Rock Creek Bridge - Developer Contribution		46,000				
8 Grant Matching	14,000					
9 FEMA Disaster Clean up	250					
10 Misc. Contribution		600				
11 Sale of Scrap Signs			771			
12 Subtotal PW Capital Fund Revenue	307,559	1,001,901	259,035	80,000		
13 Beginning Cash & Investments	181,022	158,546	158,544			
14 Total PW Capital Fund Sources	488,581	1,160,447	417,579	80,000	(1,080,447)	-93.1%
EXPENDITURES						
16 St Mtc, Asphalt, Chip Seal, Striping, Signs	13,572	87,536	8,942	30,000		
17 Grant Matching				40,000		
18 Capital Project Allocation				10,000		
19 Abrams		17,417	17,417			
20 Lawson Sidewalk Mtc		23,931	23,931			
21 St. Pond Match		60,000	60,000			
22 Transfer from GR Mtc to 188th	14,000					
23 Transfer from GR Mtc to 5th Ave	32,200					
24 Roberts-Trf out Abrams prj		24,405	24,405			
25 Rock Creek Bridge-Eng		110,000				
26 Rock Creek Bridge-Const Cost		417,000				
27 Rock Creek Bridge-Mgmt Cost		47,000				
28 Reflective Street Signs	8,027	12,830	1,848			
29 Abrahms project costs	8,426	45,000	1,114			
30 Lawson Creek Sidewalks Project		278,622	45,873			
31 Lawson Sidewalk-Prj Mgmt		10,000				
32 288th Street Overlay	152,079					
33 288th Project Mgmt-Labor Allocation	8,403	7,025				
34 Roberts Sidewalk/ Morgan St to KC Library	78,993					
35 Roberts Drive Lighting	2,930					
36 Capital Facility Plan & Charge-PW		6,000	3,311			
37 FEMA Disaster Clean up	11,408					
38 Subtotal PW Capital Fund Projects	330,037	1,146,766	186,840	80,000		
39 Ending Cash & Investments Unreserved	158,544	13,681	230,739		(13,681)	
40 Total PW Capital Fund Uses	488,581	1,160,447	417,579	80,000	(1,080,447)	-93.1%

402 WSFFA Fund*		2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change	% Budget Change
*Water Supply Facility Funding Agreement							
REVENUE							10/16/2014
1 Developer Contribution Springs/Task 3		13,997	3,132	3,136	120,000		
2 Springs/Task 3			102,197	25,256		(102,197)	
3 LGIP Investment Interest		131		40			
4 Subtotal WSFFA Revenue		14,128	105,329	28,432	120,000		
5 Beg Cash & Investments		120,011	59,851	59,851	70,000		
6 Total WSFFA Fund Sources		134,139	165,180	88,283	190,000	24,820	15.0%
EXPENDITURES							
8 Reservoir Construction-Tacoma Water							
9 Springs/Task 3- Engineering		57,028	95,180	19,257	120,000		
10 WSFFA Legal Services		517		132			
11 WSFFA-BD Staff Cost Alloc		13,869					
12 WSFFA other costs		359					
13 Transfer Corr to 404 Acct		2,515					
14 Total WSFFA Expenditures		74,288	95,180	19,389	120,000		
15 Ending Cash & Investments Unreserved		59,851	70,000		70,000		
16 Total WSFFA Fund Uses		134,139	165,180	19,389	190,000	24,820	15.0%

404 Water Capital Fund		2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change	% Budget Change
REVENUE							10/16/2014
2 DT Wtr Repl-Grant Match							
3 LGIP Investment Interest		625	900	258	600		
4 Water Connection Charges		23,906	20,000	20,463	20,400		
5 Developer Contributions			12,253				
6 Transfer In WSFFA Corr		2,515					
7 CDBG Grant 5th Avenue Water Main		146,857					
8 Transfer In REET II-5th Ave Wtr		15,000					
9 Transfer In Grant Matching		32,000					
10 Transfer in REET II-Paint Reservoir		15,000					
11 Loan to Paint Water Tower					157,000		
12 Downtown Water Line Replacement Grant			225,000				
13 Downtown Water Line Replacement Grant			25,000				
14 Subtotal Water Capital Fund Revenue		235,903	283,153	20,721	178,000		
15 Beg Cash & Investment Unreserved		504,127	441,809	441,809	292,027		
16 Total Water Capital Fund Sources		740,029	724,962	462,530	470,027	(254,935)	-35.2%
EXPENDITURES							
18 EFB Water Design Proj		21,254					
19 5th Ave Water Main Replacement		139,843	21,254	2,345			
20 5th Ave Water Main Retainage		5,810		858			
21 Water Comprehensive Plan Update					80,000		
22 New Water Meters			5,000				
23 Water Design Study			1,281				
24 Reservoir Painting & Mtc.			40,000	9,846	157,000		
25 Water Rate Study		2,767					
26 Replace Poles at Springs			23,000	22,797			
27 Transfer out to Water Fund 401-for debt		150,000	80,000	80,000	10,000		
28 Downtown Water Line Replacement			250,000	44			
29 Subtotal Water Capital Fund Expenditures		319,674	420,535	115,890	247,000		
30 Ending Cash & Investments		420,554	304,427		223,027		
31 Total Water Capital Fund Uses		740,228	724,962	115,890	470,027	(254,935)	-35.2%

408 Sewer Capital Fund

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change	% Budget Change
REVENUE						10/21/2014
1 Connection/Hook up Fees	6,400	6,000	5,731	6,000		
2 Loan Repay - Stormwater	30,064	10,000				
3 Loan Repay - Technology	40,064					
4 Loan Repay - Water Meters	46,221	46,000		46,000		
5 Loan repay, Interfund			24			
6 LGIP Investment Interest	1,273	2,000	536	700		
7 Sale of Scrap pipe-Lagoon Proj			758			
8 Insurance Claim recovery						
9 Trans in from Wastewater Projects						
10 Subtotal Wastewater Capital Revenue	124,022	64,000	7,049	52,700		
11 Beginning Cash & Investments	870,554	900,858	900,858	703,353		
12 Total Wastewater Capital Sources	994,576	964,858	907,907	756,053	(208,805)	-21.6%
EXPENDITURES						
14 Infiltration & Inflow		30,000	7,168	25,000		
15 Lawson Lift Station Engineering		50,000	24,168			
16 Preserve Sewer Treatment Plant	5,951	18,505	1,998			
17 Professional Services						
18 Wastewater Storage Project/RH2 Engineering						
19 Sewer Rate Study	2,767	3,000				
20 Morganville Sewer Lift Station		80,000	27,329			
21 Transfer to Sewer Operating Fund	85,000	80,000	80,000	80,000		
22 Internal Loan - Paint Water Reservoir						
23 Subtotal Wastewater Capital Expenditures	93,718	261,505	140,663	105,000		
24 Ending Cash & Investments	900,858	703,353		651,053		
25 Total Wastewater Capital Fund Uses	994,576	964,858	140,663	756,053	(208,805)	-21.6%

410 Stormwater Capital Fund

	2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change	% Budget Change
REVENUE						10/16/2014
2 Department of Ecology Grant #2	113,171					
3 DOE 2014/15 Grant		50,000		30,000		
4 Design Stormwater Pond - Grant		120,000				
5 Transfer In - Storm Pond Gr Mtc		60,000	60,000			
6 Transfer from Stormwater operating for capital						
7 Total Stormwater Capital Revenue	113,171	230,000	60,000	30,000		
8 Beginning Cash & Investments	(53,014)					
9 Total Stormwater Capital Sources	60,156	230,000	60,000	30,000	(200,000)	-87.0%
EXPENDITURES						
11 DOE Grant 14/15 Grant Exp		50,000	3,052	30,000		
12 Dept of Ecology Grant #2	36,805					
13 DOE Grant #2 Street Sweeping	23,351					
14 Stormwater Pond Parametrix Design		126,000	11,686			
15 Storm Pond Other Costs		54,000				
16 Total Stormwater Capital Expenditures	60,156	230,000	14,738	30,000		
17 Ending Cash & Investments						
18 Total Stormwater Capital Uses	60,156	230,000	14,738	30,000	(200,000)	-87.0%

510 -2 PW Equipment Replacement							% Budget Change
	2013 Actual	2014 Budget	2014 Actual	2015 Budget	\$ Net Change		
REVENUE							10/16/2014
1 LGIP Investment Interest City Equipment	198	300	110	200	(100)		-33.3%
2 Sale of PW Equip	472		5,600				
3 Subtotal Interest & Other Revenue	670	300	5,710	200	(100)		
3 Transfer in from REET II (Parks & Cemetery)				7,000	7,000		
4 Transfer in from Water Fund	10,000	10,000	10,000	10,000			
5 Transfer in from Wastewater Fund	10,000	10,000	10,000	10,000			
6 Transfer in from Stormwater Fund	10,000	10,000	10,000	10,000			
7 Transfer in from Street Fund	10,000	10,000	10,000	10,000			
8 Subtotal 510 Fund Transfers	40,000	40,000	40,000	47,000	7,000		17.5%
9 Subtotal 510 Fund Revenue	40,670	40,300	45,710	47,200	6,900		17.1%
10 Beg Cash & Invest Unreserved - City Equip	150,321	150,321	153,793	170,710			
11 Total 510 Fire Equip. Fund Sources	190,991	190,621	199,503	217,910	27,289		14.3%
EXPENDITURES							
13 Grader Engine Repair		10,000					
14 Grass mower Deck or Attachment		13,793		15,000			
15 Shop Generator	3,531						
16 Utility Truck Purchase	32,707						
17 Ford 2000 4 wheel drive				45,000			
18 Pw Utility Trailer							
19 Radios for Utilities	838	5,000					
20 Surplus Costs	123		244				
21 Subtotal City Equipment Expenditures	37,199	28,793	244	60,000			
22 Ending Cash & Investments - City	153,793	165,300	199,259	157,910			
23 Total 510 City Equip. Fund Sources	190,992	194,093	199,503	217,910	23,817		12.3%



CITY OF BLACK DIAMOND

2014 Calendar for 2015 Budget

	Process	Internal Due Date	Committee Meeting	Workstudy Meeting	City Council Meeting	State Law Limitations
1	Budget requests and instructions go out to all departments	July 30				Sept 8
2	Finance prepares revenue sources and preliminary expenditures for salaries and benefits	Aug 15				N/A
3	Departments provide budget requests to City Administrator's Office	Aug 15				N/A
4	Estimates to be filed with the City Clerk and Administration	Sept 11				Sept 22
5	City Clerk submits to CAO the proposed preliminary budget setting forth the complete financial program	Sept 26				Oct 1
6	CAO provides Council with current info on Revenue from all sources as adopted in 2014 Budget, and provides the Clerk's proposed Preliminary budget Totals for 2015 at 6:00 pm	Sept 24		Oct 2		Oct 6
7	Finance Committee Meeting Special 4:00 pm		Oct 6			Oct 31
8	Community Development Comm. -Canceled Public Safety Committee Meeting 6:00 Parks and Cemetery Committee -Canceled Public Works Committee Meeting- 4:00 Finance Committee Meeting 4:00 PM		Oct 14 Oct 15 Oct 16 Oct 17 Oct 30			Oct 31
9	Mayor and department heads review General Fund Revenue & expenditure budgets with Council 6:00 PM	Oct 2		Oct 16 Oct 23		Oct 31
10	Council workstudy - Public Works budgets for revenue and expenditures for all Public Works budgets including Street, Water, Sewer, Stormwater, REET 1 & 2 and Gen Govt, Utilities & Capital Projects. 6:00 PM			Oct 30		
11	City Clerk publishes notice of public hearing on 2014 Budget and filing of preliminary budget – once a week for two consecutive weeks – Draft budget submittal ready	Oct 24 and Nov 1				Nov 3-14
12	Copies of preliminary budget made available to public					Nov 20
13	Public Hearing of Property Tax for 2015				Nov 6	Nov 3-28
14	Preliminary 2015 Budget Document Ready. City Council holds 1 st public hearing on revenue sources and expenditures for the upcoming budget year including possible increases in property tax revenue/Adopt Property Tax 2014				Nov 20	Nov 3-28
15	City Council holds final public hearing on 2014 Budget – Special Meeting 7:00 PM				Dec 1	Dec 1
16	City Council adopts Final 2014 Budget and transmits to the State Auditor's Office (plus possible amendment to property taxes) –Special Meeting				Dec 11/18	Dec 31

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-093A Authorize the Mayor to execute a contract with Parametrix for the development of design and bid materials for the Rock Creek Bridge project.	Agenda Date: October 30, 2014	
	AB14-093A	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$118,906	Police – Chief Kiblinger	
Fund Source: TIB Grant/Yarrow Bay/REET Budget \$574,000	Public Works – Seth Boettcher	X
Timeline: 2014-2015	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 14-980; Budget Summary; Contract forms; Yarrow Bay Support Letter		
SUMMARY STATEMENT: On December 12, 2013, the City Council approved a grant agreement with the State Transportation Improvement Board for \$474,300 to improve the Rock Creek Bridge and a portion of Roberts Drive. This action is to hire Parametrix to prepare design and bid materials for this project. This project will upgrade the bridge, install a pedestrian walkway on the south side of the bridge, overlay Roberts Drive from west of the bridge to Sunny Lane, and install new sidewalk on the south side of Roberts Drive from west of the bridge to Bruckners Way. FISCAL NOTE (Finance Department): The Transportation Improvement Board grant of \$474,300 for this project has a 10% local match requirement with Yarrow Bay picking up \$46,000 of the match, leaving the City to cover the remaining \$6,700 from REET II. The entire project budget is already in place to cover the Rock Creek Project costs.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-980, authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the design of the Rock Creek Bridge project.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 16, 2014	Postponed to Special meeting on October 30.	3-1 Benson
October 30, 2014		

BUDGET SUMMARY SHEET
Roberts Drive @ Rock Creek Bridge

REVENUE

Category	Amount
TIB	\$474,300
REET	\$53,700
Yarrow Bay	\$46,000

TOTAL	\$574,000

EXPENDITURES

Category	Amount
Parametrix	\$119,000
City Labor	\$ 41,000
Construction	\$377,000
Contingency	\$ 37,000

TOTAL	\$574,000

RESOLUTION NO. 14-980

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
PARAMETRIX FOR THE DEVELOPMENT OF DESIGN AND
BID MATERIALS FOR THE ROCK CREEK BRIDGE
PROJECT**

WHEREAS, the City has planned for capital improvements to the Rock Creek Bridge and Roberts Drive; and

WEREAS, the City is in need of design services for the Rock Creek Bridge project; and

WHEREAS, the City received a grant from the State of Washington Transportation Improvement Board in the amount of \$474,300; and

WHEREAS, Yarrow Bay Holdings has committed \$46,000 to this project as part of the City's match requirement; and

WHEREAS, the City has Real Estate Excise Tax funds in a grant matching account available to match the Transportation Improvement Board grant for full funding of the project; and

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

WHEREAS, Parametrix was competitively selected and is currently serving as the City's on-call transportation consultant with the City;

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 \$118,906 contract with Parametrix for the development of design and bid materials for the Rock Creek Bridge project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 30TH DAY OF OCTOBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
CONSULTANT**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington and doing business at 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374.

RECITALS

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

WHEREAS, the Consultant has agreed to provide engineering services in relation to the Rock Creek Bridge project as requested by the City as described herein; and

WHEREAS, the services performed by the 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 Contract without the prior written authorization of the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials according to the list of billing rates and reimbursable expenses attached hereto as Exhibit B, not to exceed One Hundred Eighteen Thousand Nine Hundred and Six Dollars (\$118,906.00) for the services described in Section I herein. This is the maximum amount, as estimated in Exhibit C, to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have the project ready for bid by April 13, 2015.

The parties agree that the work described in Exhibit A is expected to be completed by April 30, 2015; provided however, that additional time may be granted by the City for unforeseen delays or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination,

as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Austin Fisher
Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

CITY:

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

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2014.

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Its Principal

By: _____
Dave Gordon, Mayor

Consultant: Parametrix, Inc.

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

EXHIBIT A - SCOPE OF WORK

City of Black Diamond

Roberts Drive, West End of Rock Creek Bridge to Sunny Lane, Roadway Improvements

GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Prepare plans, specifications, and an opinion of probable cost for the rehabilitation of the Rock Creek Bridge, construction of a pedestrian bridge; and minor roadway widening and sidewalk improvements to Sunny Lane.

PHASE 1 – ROADWAY IMPROVEMENTS

Task 1 – Project Management and QA/QC

Goal

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.

Approach

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and ensure that work is completed within scope and budget.
- Perform a quality control review of major deliverables prior to submittal to the City.
- Coordinate project documentation to include:
 - Prepare necessary project correspondence to support the project work.
 - Provide all work products to the client for review in accordance with the scope and schedule.
 - Ensure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
 - Prepare and submit monthly progress billings to the City.
 - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

Deliverables

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
 - Summary of actual versus scheduled cost.
 - Summary of actual versus scheduled progress.
 - Narrative to define unanticipated issues, responsive action requirements by Parametrix.

Project Schedule

It is assumed the contract will be complete by December 31, 2014, and that the City will advertise the project for construction in January 2015. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

Task 2 – Survey

Goal

To provide a base map for use in preparing the contract documents.

Approach

2.1 Mapping

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along Roberts Drive from approximately 350 feet west of the Rock Creek Bridge to a point approximately 100 feet easterly of Sunny Lane.

Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, water surface elevations, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, wing walls and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.

2.2 AutoCAD Base Map Preparation

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility if provided by the City.

Deliverables

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

Assumptions

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set, nor will a Record of Survey be prepared.

Task 3 – Preliminary Design

Goal

To provide preliminary plans and an opinion of cost to the City for review prior to completing final design.

Approach

Parametrix will prepare a DRAFT Stormwater Site Plan documenting how the project will meet the minimum requirements of the City's stormwater manual.

Parametrix will also prepare Preliminary Plans that are anticipated to include the following sheets:

- Typical Sections (1 Sheet).
- Bridge Preliminary Plans (2 Sheets).
- Roadway Plan and Profile (2 Sheets).

Deliverables

The deliverables for Task 3 include:

- Preliminary plans (11-inch by 17-inch half-Size in electronic PDF copy).
- Preliminary Opinion of Cost in MS Excel format.
- Storm water Technical Memorandum in electronic PDF format.

Assumptions

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The budget estimate includes the design of:
 - Attached pedestrian structure to existing bridge.
 - Restoration of the existing bridge to include coating of exposed rebar and resurfacing, painting/coating existing structure with Zypex or similar product, removal of the existing barrier and replacement with single slope concrete barrier and guardrail.
 - A 6-foot wide pervious concrete sidewalk from approximately 200-feet west of the structure to Buckners Way where pedestrians will cross to the north side of the roadway.
 - A 4-foot wide porous asphalt shoulder from the Rock Creek bridge to Sunny Lane.
 - HMA Overlay from Rock Creek Bridge to Sunny Lane.
 - Design of a shallow retention system at Sunny Lane on south side of the roadway to prevent drainage from Roberts Drive from inundating pervious shoulder.
- It is anticipated that porous pavements will be used for roadway widening and the new sidewalk. Therefore, no additional water quality or flow control facilities are anticipated. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.
- Black Diamond City Engineer will run three infiltration tests and provide the Consultant with a long term infiltration rate for the pervious asphalt design and for shallow retention systems.
- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.

Task 4 – Final Design

Goal

To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents, and opinion of cost for bidding.

Approach

Parametrix will prepare 90% plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets).
- Typical Sections (1 Sheet).
- Bridge Plans:

- Bridge Layouts (Existing and Pedestrian) (1 Sheet).
- Demolition and General Notes (1 Sheet).
- Staging Plan (1 Sheet).
- Foundation Plans (2 Sheets).
- Pedestrian Bridge Details and existing bridge repairs (5 Sheets).
- Roadway Plan and Profile (2 Sheets).
- Details (1 Sheet).

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.

Final structural calculations will be provided for the City's records with the final contract documents.

Deliverables

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.
- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).
- One (1) copy of the final structural calculations and an electronic PDF copy.

Assumptions

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2014 WSDOT Standard Specifications.

Task 5 – Cultural Resources Survey

Goal

To provide for a cultural and historic resources survey to satisfy Executive Order 05-05, which is a TIB funding requirement.

Approach

Cultural Resources Consultants will complete the survey and prepare the report for submittal by the City to DAHP and affected Tribes.

Deliverables

The deliverables for Task 3 include:

- Electronic copy (PDF) of report for submittal to DAHP and affected Tribes

Task 6 – Environmental Permitting

Goal

To prepare a Joint Aquatic Resources Permit Application (JARPA) for use in permit applications for a Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife.

Approach

Parametrix will prepare the JARPA and use it for preparation of the applications for the HPA. Parametrix will coordinate with City Staff, the internal Parametrix design team and agency reviewers to assist the City in obtaining the HPA.

Deliverables

The deliverables for Task 6 include:

- JARPA
- HPA Application

Assumptions

Following are the assumptions for Task 6:

- The scope of services and budget estimate do not include the preparation of a critical area report, which may be requested by WDFW following review of the JARPA. If a critical area report or other additional information other than that which is available in the JARPA is necessary for permit approval, Parametrix will prepare an amendment for the City's consideration to complete this additional work.

PHASE 3 – BIDDING ASSISTANCE

Task 31 – Bidding Assistance

Goal

To assist the City with addenda, clarification of design intent and requests for material substitutions during the bidding phase of the project.

Approach

Parametrix will provide assistance during the bidding phase of the project. Services included in this task are:

- Preparation of one (1) addenda for the project.
- Informal communication to clarify design intent.
- Review and recommendations to the City regarding material substitutions if requested by bidders.

Deliverables

The deliverables for Task 31 include:

- Up to one (1) addenda in electronic (PDF) format for posting at online bidding center.
- Written recommendations for material substitutions.

Assumptions

Following are the assumptions for Task 31:

- The budget estimate includes 8 hours for informal communication to clarify design intent and review of one (1) material substitution request

END OF PROPOSAL

Exhibit B

Parametrix Category Billing Rates - Effective Through September 30, 2015.

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$75	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$85	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$100
CADD Supervisor	12	\$120	Planner III	12	\$120
CADD Services Manager	14	\$130	Planner III	13	\$125
			Planner IV	14	\$135
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$135			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$155	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$175	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$120
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$155
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$175			
Sr. Engineer	17	\$185	Hydrogeologist I	10	\$95
Sr. Consultant	18	\$205	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$220	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$75	Sr. Hydrogeologist	16	\$170
Surveyor II	10	\$85	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$105			
Sr. Surveyor	12	\$120	GIS Technician	9	\$90
Sr. Surveyor	13	\$145	GIS Analyst	10	\$95
Survey Supervisor	14	\$150	Sr. GIS Analyst	11	\$100
Survey Prevailing Wage*					
Construction Technician I	8/9	\$90	Graphic Artist	9	\$80
Construction Technician II	10	\$100	Sr. Graphic Artist	10	\$110
Construction Technician III	11	\$120			
Construction Technician IV	12	\$130	Technical Aide	7	\$70
Sr. Construction Technician	13	\$140	Sr. Technical Aide	8	\$80
Construction Manager I	11	\$110	Project Coordinator	9	\$95
Construction Manager II	12	\$130	Sr. Project Coordinator	10	\$100
Construction Manager III	13	\$135	Project Controls Specialist	11	\$110
Construction Manager IV	14	\$145	Project Coordination Supervisor	11	\$110
Sr. Construction Manager	15	\$150			
Sr. Construction Manager	16	\$165	Project Accountant	7/8	\$85
Sr. Construction Manager	17	\$180	Project Accountant	9/10	\$90
Site Construction Manager	18	\$185	Sr. Project Accountant	10	\$100
			Sr. Accounting Specialist	10	\$100
Operations Manager	16	\$155	Sr. Contract Administrator	11	\$120
Operations Manager	17	\$175			
Operations Manager	18	\$185	Office Clerk	4	\$55
Division Manager	17	\$195	Receptionist	6	\$65
Division Manager	18/19	\$210	Admin Assistant	6	\$65
Program Manager	19	\$220	Admin Assistant	7	\$70
Program Manager	20	\$250	Sr Admin Assistant	8	\$75
Principal Consultant	19	\$230	Sr Admin Assistant	9	\$90
Principal Consultant	20	\$250	Office Administrator	10	\$95
Principal	19/20	\$220	Sr. Office Administrator	11	\$110
			Office Administrative Manager	12-14	\$130
Word Processor	7	\$70			
Sr. Word Processor	8	\$75	Expert Witness		\$350
Word Processing Specialist	9	\$95			
Technical Editor	10	\$105			
Word Proc Supervisor	10	\$105			
Word Proc Mgr/Editor	11	\$110			
Production Manager	11/12	\$130			

Direct project expenses and reproduction costs are billed at cost

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Public Works Projects.

Client: City of Black Diamond
Project: Roberts Drive Reconstruction
Project No:

Burdened Rates:					Austin Fisher	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia	Cameron J. Woodcock	Robert Murray	David A. Ironmonger	Scott D. Spees	Robert J. Spiers	Steven N. Sharpe	Amanda B. Lucas	Christy Pope	Michael S. Phelps	Craig A. Hainey	Finance Project Accountant
					Sr Consultant	Sr Engineer	Engineer IV	Designer IV	Engineer II	Sr Consultant	Sr Surveyor	Surveyor III	Surveyor II	CADD Tech Lead	Publications Specialist II	Project Controls Specialist	Sr Planner	Sr GIS Analyst	Finance Project Accountant
					\$205.00	\$185.00	\$145.00	\$145.00	\$110.00	\$220.00	\$145.00	\$105.00	\$85.00	\$120.00	\$95.00	\$110.00	\$155.00	\$100.00	\$92.63
Phase	Task	Description	Labor Dollars	Labor Hours															
01		Roberts Drive Design	\$106,751	738	82	90	68	150	152	24	8	24	24	16	36	16	38	6	4
01	01	Project Management & QA/QC	\$9,291	52	8	4				24					4	8			4
		Progress Reports	\$2,451	20	4										4	8			4
		Coordination	\$1,560	8	4	4													
		QA/QC	\$5,280	24						24									
01	02	Mapping	\$7,640	72							8	24	24	16					
		Field Work	\$4,560	48								24	24						
		Prepare Base Map	\$1,920	16										16					
		Establish ROW/Parcel Lines	\$1,160	8						8									
01	03	Preliminary Design	\$20,745	133	29	28	4	32	40										
		30% Plans	\$15,325	105	9	24		32	40										
		Typical Sections	\$1,085	9	1				8										
		Bridge Preliminary Plans	\$9,080	56		24		32											
		Plan/Profile (1)	\$5,280	32		16		16											
		Section (1)	\$3,800	24		8		16											
		Roadway Plan & Profile	\$5,160	40	8				32										
		Preliminary Opinion of Cost	\$2,960	16	8	4	4												
		Stormwater Tech Memo	\$2,460	12	12														
01	04	Final Design	\$62,175	435	43	58	64	118	112						32	8			
		90% Plans	\$37,170	260	10	26	48	114	62										
		Cover Sheet & Legend	\$660	6					6										
		Typical Sections	\$880	8					8										
		Bridge Plans	\$28,300	188		26	48	114											
		Bridge Layout (1)	\$1,030	6		4		2											
		Demo & General Notes (1)	\$1,900	12		4		8											
		Staging Plan (1)	\$2,640	16		8		8											
		Foundation Plans (2)	\$6,170	42		2	16	24											
		Bridge Details (5)	\$16,560	112		8	32	72											
		Roadway Plan & Profile	\$6,040	48	8				40										
		Details (1)	\$1,290	10	2				8										
		90% Contract Specifications	\$10,920	72	24	16									32				
		90% Opinion of Cost	\$4,230	30	2	8	4		16										
		Final Plans and Contract Documents	\$7,310	56	6	4	4	4	30							8			

SUBCONSULTANTS		
<u>Subconsultant Name</u>	<u>Amount</u>	
Applied Professional Services Inc	\$704	BUDGET SUMMARY: <u>Phase 1 - Roberts Drive Design</u>
Cultural Resource Consultants, Inc.	\$3,603	

Client: City of Black Diamond
Project: Roberts Drive Reconstruction
Project No:

Burdened Rates:																			
Phase	Task	Description	Labor Dollars	Labor Hours															
01		Roberts Drive Design	\$106,751	738	82	90	68	150	152	24	8	24	24	16	36	16	38	6	4
01	01	Project Management & QA/QC	\$9,291	52	8	4				24					4	8			4
		Progress Reports	\$2,451	20	4										4	8			4
Subconsultant Total:			\$4,307																
DIRECT EXPENSES:																			
Description			Amount																
B & W 8.5 x 11			\$450																
B & W 11 x 17			\$100																
Plotter Bond/Mylar			\$390																
Mileage			\$140																
Wa Survey Vehicle			\$75																
WA Survey Equipment			\$153																
Expense Total:			\$1,308																
Project Total:				\$118,906															

	Austin Fisher	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia	Cameron J. Woodcock	Robert Murray	David A. Ironmonger	Scott D. Spees	Robert J. Spiers	Steven N. Sharpe	Amanda B. Lucas	Christy Pope	Michael S. Phelps	Craig A. Hailey Corp	Finance Project Accountant
	Sr Consultant	Sr Engineer	Engineer IV	Designer IV	Engineer II	Sr Consultant	Sr Surveyor	Surveyor III	Surveyor II	CADD Tech Lead	Publications Specialist II	Project Controls Specialist	Sr Planner	Sr GIS Analyst Corp	Finance Project Accountant
	\$205.00	\$185.00	\$145.00	\$145.00	\$110.00	\$220.00	\$145.00	\$105.00	\$85.00	\$120.00	\$95.00	\$110.00	\$155.00	\$100.00	\$92.63

Phase 3 - Bidding Assistance		
Labor Cost	\$6,540.00	
Subconsultants	\$0.00	
Direct Expenses	\$50.00	
Phase Total:	\$6,590.00	

**City of Black Diamond - Roberts Drive Pedestrian Improvements
Engineer's Opinion of Probable Cost**

Prepared by: Austin Fisher, PE

Checked by: Seth Boettcher, PE

ITEM NO.	SPEC #	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	1-04	Minor Change	1	EST	\$15,000	\$15,000
2	1-05	Surveying	1	LS	\$5,000	\$5,000
3	1-07	SPCC Plan	1	LS	\$1,500	\$1,500
4	1-07	Private Property Restoration	1	LS	\$1,000	\$1,000
5	1-09	Mobilization	1	LS	\$31,135	\$31,135
6	1-10	Project Temporary Traffic Control	1	LS	\$10,000	\$10,000
7	1-10	Flaggers and Spotters, min. Bid \$40	960	HR	\$46	\$44,160
8	2-01	Clearing and Grubbing	1	LS	\$2,500	\$2,500
9	2-02	Removal of Structure and Obstruction	1	LS	\$10,000	\$10,000
10	2-02	Removing Cement Conc. Pavement	250	SY	\$20	\$5,000
11	2-03	Roadway Excavation Incl. Haul	375	CY	\$15	\$5,625
12	2-03	Unsuitable Foundation Excavation Incl. Haul	50	CY	\$50	\$2,500
13	2-03	Select Borrow Incl. Haul	275	TON	\$25	\$6,875
14	4-04	Crushed Surfacing Top Course	120	TON	\$40	\$4,800
15	4-04	reservoir rock	200	TON	\$45	\$9,000
16	5-04	Planing Bituminous Pavement	1700	SY	\$5	\$8,500
17	5-04	Pervious HMA	100	TON	\$125	\$12,500
18	5-04	HMA Cl. 1/2" PG 64-22	125	TON	\$95	\$11,875
19	6-0X	Bridge Rehabilitation (Incl. Guardrail)	1	LS	\$40,000	\$40,000
20	6-0X	Pedestrian Bridge Complete	1	LS	\$37,000	\$37,000
21	6-20	Conc. Block Wall	800	SF	\$40	\$32,000
22	8-01	Erosion/Water Pollution Control	1	LS	\$5,000	\$5,000
23	8-01	Inlet Protection	4	EA	\$150	\$600
24	8-01	Silt Fence	600	LF	\$5	\$3,000
25	8-01	Seeding, Fertilizing, and Mulching	0.10	ACRE	\$5,000	\$500
26	8-04	Cement Conc. Traffic Curb	600	LF	\$18	\$10,800
27	8-04	Cement Conc. Pedestrian Curb	100	LF	\$7	\$700
28	8-06	Cement Conc. Driveway Entrance Type 1	40	SY	\$40	\$1,600
29	8-12	Chain Link Fence Type 6	300	LF	\$20	\$6,000
30	8-14	Cement Conc. Sidewalk	400	SY	\$25	\$10,000
31	8-14	Cement Conc. Curb Ramp Type Parallel Curb Ramp A	1	EA	\$2,500	\$2,500
32	8-14	Cement Conc. Curb Ramp Type Single Direction Curb Ramp A	1	EA	\$2,500	\$2,500
33	8-21	Permanent Signing	1	LS	\$1,000	\$1,000
34	8-22	Paint Line	1950	LF	\$1	\$1,950
35	8-22	Plastic Crosswalk Line	72	SF	\$5	\$360

Subtotal Estimated Construction = \$342,480

Construction Contingency @ 10% = \$34,248

Total Estimated Construction = \$376,727

August 6, 2013

Andy Williamson
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

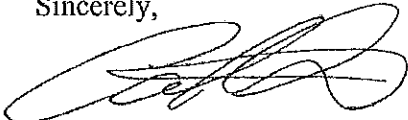
Re: Roberts Drive Reconstruction at Rock Creek

Dear Mr. Williamson,

BD Village Partners, LP ("YarrowBay") is supportive of a partnership approach with the City of Black Diamond for the reconstruction of Roberts Drive in the vicinity of Rock Creek. As you are aware, YarrowBay has an obligation to construct the Roberts Drive sidewalk and pedestrian connection over Rock Creek prior to the issuance of the certificate of occupancy for The Villages MPD Preliminary Plat 1A's 200th dwelling unit in accordance with the requirements of Section 11.6 of The Villages MPD Development Agreement and The Villages MPD Preliminary Plat 1A Condition of Approval No. 30. YarrowBay agrees that consolidating the Roberts Drive sidewalk and pedestrian connection with a larger city project is consistent with Section 11.6 of The Villages MPD Development Agreement, which provides that "The City and Master Developer shall work in good faith to seek grants and other funding mechanisms to construct this improvement." YarrowBay understands that its portion of the cost will be \$46,000 and that this amount may be due earlier than its obligation to construct the Roberts Drive sidewalk and pedestrian connection.

We appreciate the City looking for such partnership opportunities and look forward to being part of the solution to the City's roadway network.

Sincerely,



Colin Lund
Chief Entitlement Officer
YarrowBay

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-098 Resolution No. 14-984, authorizing the Mayor to execute an amendment of the current contract with Parametrix, Inc. which has assigned Gillian Zacharias to serve as the day-to-day planning consultant to the MDRT	Agenda Date: AB14-098	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Community Development – A. nIx	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Natural Resources – Aaron Nix	
	Police – Chief Kiblinger	
Cost Impact: Variable	Public Works – Seth Boettcher	
Fund Source: Pass-through expense to Yarrow Bay	Court Administrator- Stephanie Metcalf	
Timeline: 4 month extension to contract		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 14-962; Contract; Resolution No. 14-962		
SUMMARY STATEMENT: This resolution is to extend the contract via Resolution 14-962, for the day-to-day planning services with Parametrix, Inc. The City has decided to extend expiration date to December 31, 2014 on the existing contract allow for time to hire a permanent MDRT Planner position FISCAL NOTE (Finance Department): Per the Funding Agreement, all cost associated will the contract will be reimbursed by the Developer.		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution 14-984, authorizing the Mayor to execute an amendment to the contract with Parametrix, Inc. to provide on-call services as Planner to the MDRT		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 30, 2014		

RESOLUTION NO. 14-984

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST
ADDENDUM CONSULTANT SERVICES CONTRACT WITH
PARAMETRIX FOR A MDRT PLANNER**

WHEREAS, on July 17, 2014 the Parametrix entered into a contract with the City via Resolution No. 14-962 for on-going services as describes in that Contract; and

WHEREAS, the City would like to extend the contract while hiring a permanent position; and

WHEREAS, city staff and the city attorney have reviewed the contract and the MDRT budget has sufficient funds; and

WHEREAS, the Consultant agrees to continue its performance of the services under the same terms and conditions in the original contract;

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 consultant services contract with Parametrix in an amount not exceed \$100,000.00 dollars per the Contract, substantially in the form attached hereto at Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 30TH DAY OF OCTOBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT EXTENSION
BETWEEN THE CITY OF BLACK DIAMOND AND
PARAMETRIX, INC. FOR TEMPORARY MDRT PLANNING SERVICES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 1019 – 39th Ave. S.E., Suite 100, Puyallup, WA 98374.

RECITALS

WHEREAS, the City is in need of day-to-day planning services on a temporary basis; and

WHEREAS, the Consultant has agreed to provide such services according to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall assign one Planner Gillian Zacharias to the City to perform on-call planning services on a temporary basis for the period identified in Section IV, or until the parties execute a new Agreement, or the City hires an employee to perform planning services, whichever is sooner, Provided: this shall not obligate the City to enter into any future Agreement with the Consultant. Such planning services shall include, but not be limited to, review of applications for legislative approvals, project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents and ensuring that project permit applications are timely reviewed and processed according to law.

The Consultant represents and warrants that it and any staff member or subconsultant assigned to the work will 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 subconsultant 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.

II. Payment

A. The total previously authorized amount under this Agreement is Fifty-Seven Thousand Five Hundred Dollars (\$57,500). The additional amount the City shall pay the Consultant at an hourly rate of \$167.80 for one Planner, shall be the not to exceed amount of Forty-Two Thousand Five Hundred Dollars (\$42,500) for the services described in Section I herein. Therefore, One Hundred Thousand (\$100,000) is the new maximum amount to be paid under this Agreement for the work described in Section I, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Section I immediately upon execution of this Agreement. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met. This Agreement shall terminate on December 31, 2014 as provided in Section I.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 3 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Community Development Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Parametrix, Inc.
1019 – 39th Avenue S.E. Suite 100
Puyallup, WA 98374

Austin Fisher
253-604-6600

CITY:

Attn: Andy Williamson
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached

hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2014.

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Its

By: _____
Dave Gordon, Mayor

Consultant:

Parametrix, Inc.
1019 – 39th Ave. S.E., Suite 100
Puyallup, WA 98374

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

RESOLUTION NO. 14-962

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
CONSULTANT SERVICES CONTRACT WITH
PARAMETRIX FOR A MDRT PLANNER**

WHEREAS, the Master Development Review Team is in need of a contract senior planner to help process the phase 2 c plat of The Villages Master Plan development; and

WHEREAS, city staff has solicited responses from three consulting firms and city staff has decided on Parametrix to perform this duty; and

WHEREAS, city staff and the city attorney have reviewed the contract and the MDRT budget has sufficient funds; and

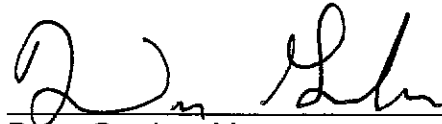
WHEREAS, Parametrix is willing and able to perform the needed work;

**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 consultant services contract with Parametrix in an amount not exceed \$50,000.00 dollars, substantially in the form attached hereto at Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF JULY,
2014.**

CITY OF BLACK DIAMOND:

A handwritten signature in black ink, appearing to read "Dave Gordon", written over a horizontal line.

Dave Gordon, Mayor

Attest:

A handwritten signature in black ink, appearing to read "Brenda L. Martinez", written over a horizontal line.

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
PARAMETRIX, INC. FOR TEMPORARY PLANNING SERVICES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Parametrix, (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 1019 – 39th Ave. S.E., Suite 100, Puyallup, WA 98374.

RECITALS

WHEREAS, the City is in need of day-to-day planning services on a temporary basis; and

WHEREAS, the Consultant has agreed to provide such services according to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall assign one Planner Gillian Zacharias to the City to perform on-call planning services on a temporary basis for the period identified in Section IV, or until the parties execute a new Agreement, or the City hires an employee to perform planning services, whichever is sooner, Provided: this shall not obligate the City to enter into any future Agreement with the Consultant. Such planning services shall include, but not be limited to, review of applications for legislative approvals, project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents and ensuring that project permit applications are timely reviewed and processed according to law.

The Consultant represents and warrants that it and any staff member or subconsultant assigned to the work will 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 subconsultant 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.

II. Payment

A. The City shall pay the Consultant an hourly rate of \$167.80 for one Planner, not to exceed \$50,000.00 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Section I immediately upon execution of this Agreement. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met. This Agreement shall terminate on September 1, 2014 as provided in Section I.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY

FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the

City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 3 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including,

but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Community Development Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon

the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Parametrix Inc.
1019 – 39th Avenue S.E. Suite 100
Puyallup, WA 98374

Austin Fisher
253-604-6600

CITY:

Attn: Andy Williamson
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 18
day of July, 2014.

CONSULTANT

By: [Signature]
its Transportation
Division Manager

Consultant:

Parametrix, Inc.
1019 - 39th Ave. S.E., Suite 100
Puyallup, WA 98374

CITY OF BLACK DIAMOND

By: [Signature]
Dave Gordon, Mayor

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

[Signature]
City Clerk

