

**RESOLUTION NO. 15-1001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO APPROVE MODIFICATIONS TO THE PROFESSIONAL SERVICES AGREEMENT WITH BERGERABAM AS OUTLINED WITHIN THE AGREEMENT EDITS SHOWN IN APPENDIX A**

**WHEREAS**, the City has identified the 2015 Comprehensive Plan Update project in the 2014 and 2015 budgets; and

**WHEREAS**, private firms were invited to submit Requests for Proposals for review and consideration; and

**WHEREAS**, a panel consisting of City staff reviewed the submittals, subsequently interviewed three firms and recommend BergerABAM to provide consulting services in order to help City Staff with this update; and

**WHEREAS**, the City Council had previously approved a modified scope of work (Resolution 14-991) for services to be provided to the City in support of its' Comprehensive Plan Update at their November 20, 2014 meeting; and

**WHEREAS**, BergerABAM's sub-consultant, DKS Associates, identified revisions needed to contract previously signed by the Mayor; and

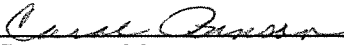
**WHEREAS**, Staff and the City Attorney have reviewed these modifications and agree that these modifications are acceptable, as outlined within Appendix A of this Resolution;

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

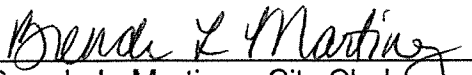
**Section 1.** The Mayor is hereby authorized to approve modifications to the professional services agreement with BergerABAM, as shown within Appendix A of this Resolution. Any further changes to the professional services agreement reviewed by the City Council, along with its attachments and exhibits, will be further reviewed by the City Attorney prior to execution by the Mayor.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8<sup>TH</sup> DAY OF JANUARY, 2015.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

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

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and BergerABAM, (hereinafter the "Consultant,") a Limited Liability Corporation organized under the laws of the State of Washington on located and doing business at 210 E. 13th Street, Suite 300, Vancouver, WA 98660-3231.

**RECITALS**

WHEREAS, the City of Black Diamond Staff is in need of help to complete the State mandated Comprehensive Plan Update by June 30, 2015, but realizes that based on the requirements established within RCW 36.70A.070 and the City's submitted Department of Commerce's Update Checklist on March 28, 2014, updating the City's current Comprehensive to meet these standards will be extremely difficult, as outlined with the Scope of work within Appendix A; and

WHEREAS, the Consultant has agreed to help the City meet this mandate by updating elements described within the Department of Commerce's Comprehensive Plan Checklist, completed by the Consultant and City Staff and as described herein; BergerABAM and the City have developed a preliminary schedule of 14 months to complete the Comprehensive Plan Update and this is included within Appendix B;

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, not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Forty-Nine Dollars (\$149,970.00) 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) calendar 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) calendar 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 immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A shall be completed by March 1<sup>st</sup>, 2016; provided however, that additional time shall be granted by the City if necessary for completion of City or consultant portions of the work and for excusable days 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 and its subconsultants shall, 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, in 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.

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 per claim and in the aggregate. 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 commercial 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 in the Consultant's coverage, except 10 days for premium non-payment

## **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 material 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 either party 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 which 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'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: Helen Devery  
BergerABAM  
210 E. 13th, Suite 300

**CITY:**

Attn: Aaron C. Nix, MPA  
City of Black Diamond  
P.O. Box 599



Vancouver, WA 98660-3231

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.

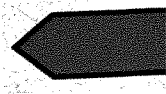
### **XIX. Entire Agreement**

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 20<sup>th</sup> day of November, 2014.

**CONSULTANT**

**CITY OF BLACK DIAMOND**



By: *Helen Devery*  
Its Managing Member  
HELEN DEVERY

By: *Carol Benson*  
Carol Benson, Mayor

Consultant: \_\_\_\_\_  
BERGER ABAM

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney's Office

ATTEST:

*Brenda L. Martinez*

City Clerk

**EXHIBIT A  
SCOPE OF SERVICES**

# **BergerABAM Scope of Work**

## **Black Diamond Comprehensive Plan Update**

### **2014/2015**

#### **PROJECT UNDERSTANDING**

The City of Black Diamond (City) is required to update its comprehensive plan and deliver it to the Washington State Department of Commerce (DOC) by 30 June 2015. The City has discussed the issues associated with the delay in moving the City's Comprehensive Plan Update forward, including employee turnover, financial limitations and other issues. The DOC has acknowledged these issues and has agreed to help the City of Black Diamond work under this short time frame in order to complete this work and will work with the City as much as possible in order to complete this work in an appropriate time frame as agreed to. It is the intent of the City to meet the June 30, 2015 as closely as possible, realizing that this deadline may not be met due to the quantity of the work load and additional reductions in Staffing expected within the currently proposed 2015/16 future budgets. BergerABAM will work closely with the City to complete the comprehensive plan update, but cannot provide a date certain timeline for the update. The City will be completing documents for the comprehensive plan update which will influence the overall timeline and the City will be responsible for scheduling and facilitating the planning commission and city council work sessions and hearings, and these timelines have not been established.

The Phase 1 scope for work previously authorized by the City and BergerABAM completed preparation of the DOC Checklist, prepared a project schedule, attended the first open house in April 2014 and prepared the open house comment summary. BergerABAM is scoped to complete one additional open house that is anticipated to happen concurrently with the release of the draft comprehensive plan text for public comment. No additional open houses are included as part of BergerABAM's scope of work.

This scope of services includes additional consultant time at the request of City staff, including a vision check-in with the City, additional planning commission work sessions and hearings, and preparing compliance responses for the Puget Sound Regional Council (PSRC) Checklist. Additionally, based on the DOC Checklist completed by BergerABAM and the City, the comprehensive plan update will be a more significant effort than was identified in the City's initial request for proposal.

BergerABAM will work closely with staff during the development of the comprehensive plan and will incorporate public comments from the first and second open houses, and comments from Planning Commission and City Council work sessions and hearings into the draft and final comprehensive plan and development regulations.

## **OVERALL PROJECT ASSUMPTIONS**

The following assumptions include identification of the roles of the consultant and City staff, documentation that the City will provide to the consultant and items that are not part of this scope of work.

The City Council will support the current 2009 Comprehensive Plan vision, including past land use approvals.

Additional visioning is not included as part of the comprehensive plan update.

The City will provide summary of all reasonably funded improvements for transportation, capital facilities, and utilities.

The City will provide a summary of anticipated population projections.

Given that prior approved development in the City will accommodate 20-year forecasted residential population and employment, an urban growth boundary expansion is not anticipated.

The City will complete the Governmental Facilities Plan (including school capital facilities) for forecasting government building needs within Quarter #2 of 2015.

Comprehensive plan and development regulation changes will be processed together. Single Public Hearings will be held by both the Planning Commission and City Council on this integrated document.

The City will provide all comprehensive plan, capital facilities plans, development regulations, approved master plan information, and other City Council adopted plans in MS Word format.

The City will act as the SEPA lead agency, will complete the required SEPA documentation and will issue the SEPA Determination.

A supplemental SEPA environmental impact statement (EIS) is not expected to be required. If one is, the City will be responsible for conducting the elements associated with completing this. This is not included within this scope of work.

Special studies for greenhouse gases or environmental health issues will not be required.

Natural resource field studies will not be required and documentation of environmental conditions for the Natural Environment chapter will be based on existing County, state, and federal data sources.

The City will be responsible for revisions to the Sensitive Aquifer Recharge and Geologic Hazard/Mine Hazard Ordinances.

The City will be responsible for the updates to Forest Practices Regulations (If needed), Floodplain Regulations, Project Review Procedures, and all development regulation updates with the exception of wetlands and sensitive habitats.

The City will be responsible for all Shoreline Master Program preparation work and preparing Shoreline Comprehensive Plan text.

Changes to the City capital facilities plans will not be required as the Master Planned Developer is required to do this under the Development Agreements for both the Villages and Lawson Hills approvals. This work is slated to be completed by the 2<sup>nd</sup> quarter of 2015 and will be integrated into this update as requested by the current Black Diamond Administrative and Legislative bodies.

A detailed system and programmatic analysis of capital facilities and utility services will not be conducted and the to-be-adopted General Government Facilities (Quarter #2 of 2015, estimated completion date) Plan can be used to inform the update.

The City will be responsible for preparing the Concurrency and Traffic Impact Fee ordinances. The City Attorney has drafted these and Staff is working to get it onto the Planning Commissions and City's Councils work program in the upcoming months.

Up to eight meetings will be held with City staff; two meetings will be held in Black Diamond, and six meetings will occur via teleconference to coordinate on updates, deliverables, and schedule. BergerABAM will prepare and distribute meeting and teleconference summary documentation.

BergerABAM will update the comprehensive plan and development regulations (up to six times) in strikethrough and underline format to clearly identify the proposed comprehensive plan and development regulation changes.

One round of City staff review for the initial update of the comprehensive plan and development regulations with comments/edits shown in track changes provided to BergerABAM in one consolidated document.

The City will prepare and submit the grant reports to the DOC.

The City to provide one round of comment for DOC and PSRC checklist responses.

The City will prepare all geographic information system (GIS) maps associated with the comprehensive plan update.

The City will prepare and upload website updates of open house, Planning Commission, and City Council meetings.

City staff will prepare staff reports and exhibits for the Planning Commission and City Council work sessions and hearings, and the City will lead the presentations. BergerABAM will peer review up to four staff reports.

BergerABAM will not attend Planning Commission or City Council work sessions or hearings, with the exception of the work session in Task 1.

City staff will provide BergerABAM with summaries of minutes from the Planning Commission and City Council work sessions and hearings.

The City will distribute materials to the Planning Commission and City Council.

The City will prepare the final adoption ordinances for the update process using deliverables from BergerABAM.

BergerABAM will deliver one electronic and one hard copy of the draft and final comprehensive plan and development regulations to the City.

The City will be responsible for the reproduction of the comprehensive plan and development regulations.

## **SCOPE OF WORK**

### **Task 1: Comprehensive Plan Vision Check-In/City Council Work Session on Vision Assumptions**

Based on discussions with City staff, BergerABAM understands that the comprehensive plan update will be a continuation of the 2009 comprehensive plan vision that includes past land use approvals. It will be essential to confirm the City's vision moving forward with this

comprehensive plan work. BergerABAM will provide the City Council with a summary of public comments from the April 2014 open house and ask for City Council confirmation on continuing with the vision of the 2009 comprehensive plan, including past land use approvals.

BergerABAM will prepare a summary report documenting the vision of the 2009 comprehensive plan and baseline existing conditions, including a summary of past land use approvals and associated population, transportation, capital facilities, and utilities. The report will include a summary of the level of service methodology to be evaluated in the comprehensive plan update, including the transportation, capital facilities, and utilities level of service. BergerABAM will meet with the City Council in a work session to confirm the comprehensive plan vision moving forward and level of service methodology.

#### *Deliverables*

Summary report documenting the 2009 vision, existing baseline conditions, past land use approvals, and level of service methodology for the comprehensive plan update  
Preparation and attendance by one BergerABAM planner, one engineer, and one DKS transportation engineer at one City Council work session

#### **Task 2: Comprehensive Plan and Development Regulations Update**

The City will provide electronic MS Word format versions of the existing comprehensive plan and development regulations. Using the completed DOC Checklist, that has been submitted to the DOC, and information obtained from the community during the open houses (which are included in BergerABAM's current contract), the BergerABAM team will work collaboratively with City to update the comprehensive plan and development regulations. BergerABAM will provide the City with draft comprehensive plan and development regulations, and the City staff will be responsible for providing consolidated comments in one document in MS Word format in strikethrough and underline format. BergerABAM will revise the draft documents based on City comments. Comprehensive plan and development regulations will be updated a total of six times following staff (initial review of Draft generated by BergerABAM), Planning Commission (Public hearing and work study as directed by City staff), and City Council (Public Hearing and two work studies as directed by City staff) review. All documents will be clearly identified with a version number for document tracking purposes. The City will prepare all GIS maps for the comprehensive plan update. BergerABAM will update the comprehensive plan and development regulations, prepare the DOC and PSRC checklist responses for the chapters, and provide these documents in editable form. Both the DOC and PSRC checklist responses will address how the comprehensive plan and development regulations are compliant with the Growth Management Act.

The public will have the opportunity to review the draft comprehensive plan and development regulations during work sessions and hearings. The review and revision process is as follows:

BergerABAM will provide a first draft of the updated comprehensive plan and development regulations to City staff, including development of the following chapters: Goals, Vision and

Framework Policies, Population and Employment Character, Natural Environment Chapter, Comprehensive Plan Shoreline Policies, Land Use and Housing Chapter, Transportation Chapter, Capital Facilities and Utilities Chapter, Title 19 Sensitive Areas Ordinance, Capital Facilities, and Utilities and Transportation Chapter.

City staff will present the second draft plan and development regulations prepared by BergerABAM to the Planning Commission at up to two work sessions, and BergerABAM will prepare one set of revisions based on Planning Commission comments.

City staff will present the third revised draft plan and development regulations prepared by BergerABAM to City Council in one work session, and BergerABAM will prepare one set of revisions based on City Council comments.

City staff will present the fourth revised draft plan and development regulations prepared by BergerABAM to the Planning Commission at up to two hearings, and BergerABAM will prepare one set of revisions based on Planning Commission comments.

City staff will present the fifth revised plan and development regulations prepared by BergerABAM to City Council in one hearing, and BergerABAM will prepare one set of revisions based on City Council comments. BergerABAM will provide a package for City submittal to the DOC and PRSC for review and comment.

BergerABAM will prepare the sixth and final revision of the comprehensive plan and development regulations based on DOC and PSRC comments, and City staff will present this to the City Council for final adoption.

City staff will prepare the staff reports for two Planning Commission and two City Council hearings, and BergerABAM will peer review the staff reports for the City.

### **Comprehensive Plan Chapters and Development Regulations**

BergerABAM will prepare the following comprehensive plan and development regulation updates:

Goals and Vision and Framework Policies chapters (using information from Task 1 and including the Community Vision for 2035 and documentation of consistency with King Countywide Planning Policies).

Population and Employment Character chapter (using 20-year population projections from King County and including City-approved development to identify forecasted residential units and employment).

Natural Environment chapter (including an update of critical area information in the 2009 comprehensive plan).

Land Use chapter (using the population data provided by the City and DOC, BergerABAM will work with City staff to determine population and building intensities for the 20-year comprehensive plan horizon, including undeveloped properties and prior-approved development. City staff will develop the comprehensive plan map consistent with City and King County population projections and the DOC population allocation. Given that prior-approved development in the City will accommodate 20-year forecasted residential population and employment, an urban growth boundary expansion is not anticipated.



Housing chapter (including an evaluation of existing and projected housing needs and verification that forecasted housing needs can be met over the next 20-years).

BergerABAM will make minor edits to update the Title 19 Sensitive Areas Ordinance by confirming that reference is made to the use of best available science for wetlands and habitat in the 2009 ordinance. BergerABAM will also include edits to add the federal wetland delineation methods and the Washington State Department of Ecology's proposed new wetland rating system to be adopted in 2014.

The City will be responsible for the updates to Forest Practices Regulations (if needed), Floodplain Regulations and Project Review Procedures, and the Sensitive Aquifer Recharge and Geologic Hazard/Mine Hazard Ordinances, Shoreline Comprehensive Plan Policies and for preparing the Governmental Facilities Plan for forecasting government building needs, including school capital facilities.

### ***Deliverables***

Draft comprehensive plan and development regulation for the following chapters: Goals, Vision and Framework Policies, Population and Employment Character, Natural Environment, Land Use and Housing, Transportation, Capital Facilities and Utilities, and the Title 19 Sensitive Areas Ordinance (minor revisions)

Final comprehensive plan and development regulation revisions distributed to City

Up to six rounds of revision to the comprehensive plan and development regulations

Peer review up to four staff reports prepared by City staff

One electronic and one hard copy of draft and final comprehensive plan and development regulations

### **Capital Facilities and Utilities Chapter**

BergerABAM will update the inventory of existing City capital facilities, update forecasted capital facilities, document the proposed location and capacity of proposed facilities, and update the six-year source of public money to finance capital facilities using existing data from City staff. A detailed system and programmatic analysis will not be necessary to complete this work, and the to-be-adopted General Government Facilities Mitigation Fee Plan (estimated completion in quarter #2 of 2015) can be used to inform this work. The update will rely upon the following background materials:

Transportation Improvement Plan – Adopted by the City Council in July 2013

General Sewer Plan – Adopted by the City Council in December 2012

Water System Comprehensive Plan – Adopted by the City Council in December 2009 (to be updated in 2015 as indicated by the City's Public Works Director)

Storm and Surface Water Comprehensive Plan – Adopted by the City Council in July 2010

Trails Plan – Adopted by the City Council in December 2011

Parks, Recreation, and Open Space – Adopted by the City Council in December 2008 (to be updated in 2015)

Fire Impact Fee

General Government Facilities Mitigation Fee Plan – to be readopted by City Council in 2014  
BergerABAM will work with City staff to evaluate the implementation and finance schedules for capital projects and facilities. BergerABAM will update the Capital Facilities and Utilities chapter of the comprehensive plan, including utilities, parks and recreation, and public services specifically as follows:

Update implementation schedules based on information from existing capital facility plans to align with the current status of proposed projects and improve schedule implementation, where necessary, based upon changes since the adoption of the 2009 Comprehensive Plan. Evaluate potential opportunities to coordinate chapters of capital facility investment to reduce individual project costs and increase added value.

Update financing and project estimates to account for inflation, using data provided by authorized City staff.

***Deliverables***

Draft comprehensive plan Capital Facilities and Utilities chapter

Up to six rounds of revision to the comprehensive plan Capital Facilities and Utilities chapter

Final comprehensive plan Capital Facilities and Utilities chapter

One electronic and one hard copy of draft and final Capital Facilities and Utilities chapter

**Transportation Chapter**

The update of the Transportation chapter will rely on City available transportation planning documents and models and will include documentation of the 20-year forecasted traffic and level of service, required pedestrian and bicycle component (multimodal transportation), and future funding capability and a multiyear financing plan.

The BergerABAM team will review the following background materials and assemble the relevant transportation information:

2009 Black Diamond Comprehensive Plan Transportation Element

City of Black Diamond Transportation Improvement Plan – Adopted by City Council in July 2013

The BergerABAM team will highlight areas where the existing Transportation Element of the comprehensive plan has deficiencies that need to be addressed in the Transportation chapter update. Specifically, the BergerABAM team will review the current street network plan and make recommendations for any new roadway facilities for the 2035 planning horizon. The available traffic data, analysis, findings, and input from City staff and the project team will be used to:

Forecast traffic volumes for the year 2035.

Identify specific roadway needs and projects for the City’s Capital Facilities and Utilities chapter.

Make recommendations for pedestrian and bicycle (multimodal transportation) needs and projects.

- Identify project funding sources and update the financing forecast for transportation planning for purposes of the Capital Facilities and Utilities chapter update.
- Prepare responses to the PSRC and DOC checklist related to transportation.
- Provide input on confirming the community comprehensive plan vision and establish traffic study methodology based on vision and state and regional requirements.
- Assemble intersection evening peak period turn movement counts at the study intersections using available count data from the current Transportation Element and recent master plans. (Add-on Expense – Counts could be collected for approximately \$200 per intersection per peak period, as an additional scope of work.)
- Conduct inventory of current transportation system. (Update text and figures to reflect current system.)
- Provide a future travel demand modeling Methods and Assumptions memo to PSRC to gain acceptance prior to forecasting task, coordinate with PSRC staff.
- Update the City's travel demand models (2014 base year and 2035 future year models) using current PSRC land use data and a review of PSRC 2035 model projections at the study area external nodes.
- Forecast 2035 baseline traffic volumes that include funded improvements.
- Update the City's traffic operations models (2014 base year and 2035 future year models) based on a review of current and planned study intersection characteristics.
- Determine state and local system needs and deficiencies to meet future demand.
- Provide transportation system management and demand management programs and strategies
- Identify specific projects to bring local transportation facilities and services to established level of service standards. Future 2035 baseline analysis is a requirement for the update. (Contingent Task – Additional scenarios [beyond 2035 baseline conditions] to test improvements, such as roadway connections, would require separate traffic volume forecasting and analysis – approximately \$3,000 to \$5,000 per future scenario, depending on complexity. This could be added as an additional scope of work.
- Determine pedestrian and bicycle needs and projects. The current plan section would be expanded to identify specific pedestrian, bicycle, and trail projects and programs with City input on needs
- Identify project finance plan and update the six-year transportation plan
  - This is a requirement for the update
  - City staff will provide the funding assessment with consultant input on project priorities/phasing
  - Planning level cost estimates will be provided by consultant
- Provide PSRC checklist for transportation sections
  - Transportation – VISION 2040 and Transportation 2040
  - Transportation – Growth Management Act Requirements
  - Transportation Provisions

***Deliverables***

- Draft comprehensive plan Transportation chapter
- Up to six rounds of revision to the comprehensive plan Transportation chapter

- Final comprehensive plan Transportation chapter
- One electronic and one hard copy of draft and final Transportation chapter

**Project Meetings**

BergerABAM will attend up to two meetings with staff held in Black Diamond and up six meetings via teleconference. Additionally, ongoing phone calls and e-mail communication will occur throughout the project. BergerABAM will prepare and distribute meeting and conference call summaries, consisting of major topics discussed and action items.

*Deliverables*

Preparation for and attendance by two BergerABAM staff and two DKS Transportation staff for two 2-hour in-person meetings and six 1-hour teleconference meetings with City staff

**Department of Commerce and Puget Sound Regional Council Approval Process and SEPA Addendum**

The City will provide the 60-day notice of intent to adopt the comprehensive plan and development regulations to the DOC and PSRC. A City Council public hearing will be scheduled following incorporation of DOC and PSRC input. The City will manage all coordination with the DOC and PSRC and submit materials to them. BergerABAM will finalize the DOC and PSRC periodic update checklist responses and will provide them to the City for submittal. BergerABAM will complete the required DOC and PSRC plan update documentation with one round of City review and comment.

It is expected that the SEPA documentation provided with this effort will be a non-project SEPA addendum. An addendum was completed to the prior SEPA documentation prepared by the City for the 2009 comprehensive plan update. For the required 2015 update, City staff is anticipating an addendum and will prepare the SEPA addendum during the preparation of the final comprehensive plan and development regulations update. The City staff will be the lead agency, prepare the SEPA documentation, and issue the SEPA determination. The comprehensive plan update is not anticipated to result in the need for an EIS.

*Deliverables*

- Draft DOC checklist responses to City staff
- Final DOC checklist responses to City staff
- Draft and final PSRC checklist

**FEE AND HOURS**

The following professional fees, including expenses, will be billed as incurred and will not exceed \$149,970 without written authorization.

<b>Task</b>		<b>Hours</b>	<b>Cost Estimate</b>
Comprehensive Plan Vision Check-In/City Council	BergerABAM	98	\$11,062
Work Session on Vision Assumptions	DKS	13	1,849
Comprehensive Plan and Development Regulations Update	BergerABAM	797	93,595
	DKS	303	42,939
Expenses			\$525
<b>Total</b>			<b>\$149,970</b>

**CLOSING**

If you agree with the above, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have questions, please call me at 360/823-6100.

**ACCEPTED BY**

**CITY OF BLACK DIAMOND**

  
\_\_\_\_\_

Signature

Carol Benson, Mayor

(Printed)

1/9/2015

Date

**EXHIBIT B  
PROJECT TIMELINE**

# Comprehensive Plan Update Project Schedule

November 2014 Start Date

Project Schedule	2014		2015			2016	
	Q4	Q1	Q2	Q3	Q4	Q1	
Comprehensive Plan Vision Check-In/Council Work Session	█	█	█	█	█	█	
Comprehensive Plan, Development Regulations, Capital Facilities, Utilities, and Transportation Chapter Preparation	█	█	█	█	█	█	
Open House	█	█	█	█	█	█	
Planning Commission Worksessions and Hearings	█	█	█	█	█	█	
Department of Commerce and PSRC 60 Day Review	█	█	█	█	█	█	
Final City Council Adoption	█	█	█	█	█	█	