

RESOLUTION NO. 07-445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PACWEST ENGINEERING, PC AND THE CITY OF BLACK DIAMOND

WHEREAS, the City has determined that it must update its Development Standards; and

WHEREAS, the City desires to retain the services of a consultant skilled in the preparation of development standards; and

WHEREAS, the City has selected the PacWest Engineering, PC team to prepare an update of its development standards and the Consultant is qualified, willing and able to perform the above mentioned services; now, therefore

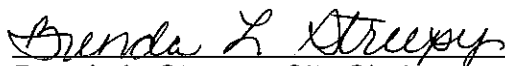
BE IT RESOLVED that the Mayor is hereby authorized to execute the Consultant Services Agreement, substantially in the form attached as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 7<sup>th</sup> day of June, 2007.



Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the May 13st day of 2007, by and between

CITY OF BLACK DIAMOND, WASHINGTON ("CITY")

25510 Lawson Street

Black Diamond, WA 98010

Contact: Rick Luther Phone: 360-886-2560

Fax : 360-886-2592

and

Pac West Engineering, PC

5009 Pacific Highway So.

Fife, WA 98424

for professional services in connection with the following Project:

Development Standards Preparation

### TERMS AND CONDITIONS

#### 1. Services by Consultant

- A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.
- B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

#### 2. Schedule of Work

- A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." Each phase shall be completed within the amount of time listed in Exhibit A, with the time to commence for Phase I upon the receipt of the Notice to Proceed. Each subsequent phase shall be commenced no later than the conclusion of the subsequent phase, but, in any event, all phases shall be completed, and the producibles delivered no later than ninety-one (91) days from the date of the Notice to Proceed.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

#### 3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$20,050 unless the scope of work is expanded in writing by the City and the dollar amount of the increase is agreed to in writing before the work is commenced. All work set forth in

Exhibit A shall be performed for no more than \$20,050, regardless of the number of hours it may take the Consultant to satisfactorily complete the Scope of Work.

**4. Payment**

- A. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

**5. Discrimination and Compliance with Laws**

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

**6. Term and Termination of Agreement**

- A. This Agreement shall remain in effect until completion of the services described in Exhibit A and final payment therefor.
- B. This Agreement may be terminated by the City at any time without cause, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination.

**7. Standard of Care**

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant 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.

**8. Ownership of Work Product**

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

**9. Indemnification/Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, employees, or subconsultants in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**10. Insurance**

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 performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

## B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

## C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

## D. Acceptability of Insurers

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

## E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

## 11. Assigning or Subcontracting

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

## 12. Independent Contractor

Consultant is and shall be at all times during the term of this Agreement an independent contractor.

## 13. Notice

Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Rick Luther  
City Administrator  
25510 Lawson Street  
Black Diamond, WA 98010

Phone: 360 886-2560  
Fax: 360 886-2592

Pac West Engineering  
5009 Pacific Highway So, Unit 9-0  
Fife, WA 98424  
Phone: Direct: 253-926-3400  
Fax: 253-926-3402

**14. Disputes**

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

**15. Attorneys Fees**

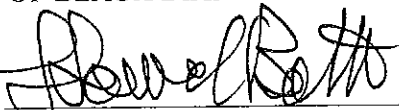
In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**16. Extent of Agreement/Modification**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND

By:



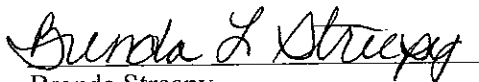
HOWARD BOTTIS  
Mayor

Date:

5-17-07

Attest:

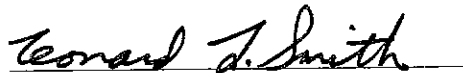
By:



Brenda Streepy  
City Clerk

Pac West Engineering

By:



Name:

LEONARD L. SMITH

Title:

MANAGING MEMBER

Date:

6-05-07

May 8, 2007



Rick Luther, City Administrator  
City of Black Diamond  
25510 Lawson  
Black Diamond, WA 98010

RE: Proposal to provide Civil Engineering Services for preparation of Development Standards

Dear Mr. Luther:

PacWest Engineering is pleased to submit this proposal to prepare updated Development Standards for the City of Black Diamond!

### **PROJECT UNDERSTANDING**

PacWest Engineering understands that the City of Black Diamond desires to update their Development Standards. We understand that the City has had prior work performed by PACE which will be reviewed and incorporated into the finish product as may be appropriate. We understand that in areas where the standards may affect the aesthetics of the community, the PACE work may require substantial rework to properly reflect the unique values of the City of Black Diamond.

### **PROJECT TEAM**

PacWest Engineering is proposing a team of qualified individuals to serve the City of Black Diamond for this project.

**Leonard L. Smith, PE/PLS** will serve as the Principal in Charge and will be the primary point of contact for the City of Black Diamond for this project. Mr. Smith will oversee the preparation of the Development Standards Update and will provide assistance to the City through the adoption process. Mr. Smith will attend all client coordination meetings.

**Christine Smith, PE** will serve as the Project Manager for the City of Black Diamond Development Standards Update project. Ms. Smith will serve as the lead engineer for the Development Standards Update and will also be the primary author of the report.

**L. Brandon Smith, PE** will assist with the preparation of the Development Standards Update as directed.

This team will be supported by our Graphics department in the preparation of all exhibits or standard drawings as required.

### **SCOPE OF SERVICES**

PacWest Engineering will prepare the Development Standards Update on a category by category basis (i.e. sewer, water, streets, landscaping, etc.). These sections will be reviewed with the City as they become available. This will allow timely adjustments to be made as needed based on City feedback. This will ensure a product that will be well coordinated with the City and reflect the City's values when presented for adoption.

### **Task 1 – Project Management & Coordination**

PacWest Engineering will provide general project management services. PacWest Engineering will attend meetings with the City as required in order to facilitate a clear understanding of the goals of the City and how the Development Standards product addresses those goals.

### **Task 2 – Project Research & Data Collection**

PacWest Engineering will meet with City staff to discuss the project, request information, and discuss any specific system issues or concerns that the City would like to specifically be addressed through the update of the Development Standards. Existing standards and draft standards prepared by PACE will be reviewed and utilized where appropriate to ensure that these new efforts will efficiently focus on areas that need further refinement.

### **Task 3 – Preparation of Draft Design Standards**

PacWest Engineering will prepare draft design standards addressing the following issues:

1. General submittal requirements;
2. Plan Review Process;
3. Deviation Process;
4. Roadway Design;
5. Storm Water Management;
6. Water System Requirements;
7. Sanitary Sewer System Requirements;
8. Grading, Erosion and Sedimentation Control;
9. Landscaping/Beautification Requirements; and
10. Environmental regulatory requirements.

This task includes necessary revisions based on City comments.

### **Task 4 – Preparation of Draft Standard Construction Details**

PacWest Engineering will prepare draft Standard Construction Details covering the following areas:

1. Roadways and Alleys;
2. Sidewalks;
3. Signs;
4. Channelization and Pavement Markings;
5. Street Lighting;
6. Traffic Signals;
7. Traffic Calming Devices;
8. Storm Water Conveyance and Storage;
9. Water System;
10. Sanitary Sewer System; and
11. Grading and Erosion Control.

This task includes necessary revisions based on City comments.

### **Task 5– Review and Adoption Process**

PacWest Engineering will attend meetings as necessary to present, respond to questions and comments and make revisions as necessary to support the City Council's formal adoption process. The final Development Standards document will be provided to the City in print-ready format.



**PROJECT SCHEDULE**

PacWest Engineering will begin work immediately upon receiving signed authorization from the City of Black Diamond. PacWest Engineering will dedicate the required staff to ensure the project proceeds in a timely manner and achieves the client's goals. PacWest Engineering is committed to respond to the needs of the project throughout the project's life.

**PROJECT BUDGET**

PacWest Engineering proposes to complete the above scope of services per the attached cost breakdown spreadsheet.

Any services not specifically covered in this proposal that are required for completion of the project, are not included in this proposal. PacWest will be pleased to provide any additional services on an hourly basis.

Thank you for the opportunity to submit this proposal. If you have any questions, please contact me at (253) 926-3400.

Sincerely,



Leonard L. Smith, PE/PLS  
President

**City of Black Diamond  
Development Standards Update**

<b>PacWest Engineering</b>									
	Leonard L. Smith, PE/PLS	Christine Smith, PE	Brandon Smith, PE	Graphics	Admin Assistant	Hrs	Cost	Expenses	Total
Hourly Rate	\$135	\$125	\$125	\$65	\$45				
Task 1 – Project Management & Coordination	2	12	0	0	0	14	\$1,770	\$50	\$1,820
Task 2 – Project Research & Data Collection	2	6	0	0	0	8	\$1,020	\$50	\$1,070
Task 3 - Preparation of Draft Design Standards	2	46	16	0	2	66	\$8,110	\$100	\$8,210
Task 4 - Preparation of Draft Standard Construction Details	2	16	10	48	2	78	\$6,730	\$100	\$6,830
Task 5 - Review and Adoption Process	8	6	0	0	2	16	\$1,920	\$200	\$2,120
<b>TOTAL PROJECT HOURS</b>	16	86	26	48	6	182			
<b>TOTAL PROJECT COST</b>	<b>\$2,160</b>	<b>\$10,750</b>	<b>\$3,250</b>	<b>\$3,120</b>	<b>\$270</b>		<b>\$19,550</b>	<b>\$500</b>	<b>\$20,050</b>
<b>PERCENTAGE OF TOTAL HOURS</b>	9%	47%	14%	26%	3%				
			100%						

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2007

PRODUCER Phone: (541) 296-2268 Fax: 541-296-9427  
**HUDSON INSURANCE AGENCY, INC.**  
 P. O. BOX 1940  
 101 E. THIRD STREET  
 THE DALLES OR 97058

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURED  
**PACWEST ENGINEERING HOLDINGS LLC**  
 5009 PACIFIC HWY E #9-0  
 FIFE WA 98424

INSURER A:	Landmark American Ins Co	33138
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	LHR712560	02/17/07	02/17/08	EACH OCCURRENCE	\$ 2,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/>	CLAIMS MADE <input type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$
	<input checked="" type="checkbox"/>	PROFESSIONAL LIABILITY				PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG.	\$
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		<b>OTHER:</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

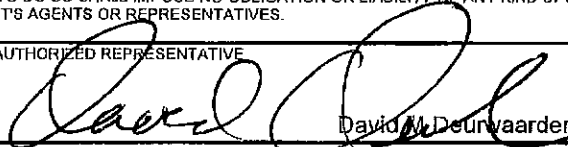
**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF BLACK DIAMOND  
 P O BOX 699  
 BLACK DIAMOND, WA 98010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



David M. Deunvaarder

Attention:

**ACORD**  
TM.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/06/2007

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703  
**MICHAEL J. HALL & COMPANY**  
**HALL & COMPANY**  
 19578 10TH AVENUE N.E.  
 POULSBO WA 98370

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 91-1461089

INSURED  
**PACWEST ENGINEER HOLDINGS, LLC**  
**PACWEST ENGR. OF WA, LLC**  
**PACWEST ENGR. OF OR, LLC**  
 1530 9TH AVENUE SE  
 ALBANY OR 97321

INSURER A: **LLOYDS OF LONDON**  
 INSURER B: **FIDELITY & GUARANTY INS. CO.**  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		<b>GENERAL LIABILITY</b>	BK02132650	08/25/06	08/25/07	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS-COMP/OP AGG.	\$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		<b>AUTOMOBILE LIABILITY</b>	BK02132650	08/25/06	08/25/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		<b>GARAGE LIABILITY</b>					
		<input type="checkbox"/> ANY AUTO					
		<b>EXCESS / UMBRELLA LIABILITY</b>					
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION \$					
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	BK02132650	08/25/06	08/25/07	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER	<b>STOP GAP</b>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A		<b>OTHER: PROFESSIONAL LIABILITY CLAIMS MADE FORM</b>	1137082833/006	02/17/06	02/17/07	\$2,000,000 PER CLAIM \$2,000,000 AGGREGATE RETRO DATE: 1/1/95	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Black Diamond  
 P O Box 599  
 Black Diamond, WA 98010

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ashley L. Hurd*  
 Ashley L. Hurd

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/08/2007

**PRODUCER**

TRIGG INSURANCE AGENCY  
 P.O. BOX 509  
 VASHON, WA 98070  
 (206) 463-7411

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC#**

INSURER A: AMERICAN STATES INSURANCE COMPANY  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COPY**

**INSURED**

PACWEST ENGINEERING, LLC  
 5009 PACIFIC HWY. E., S#9-0  
 FIFE, WA 98424  
 253-926-3400

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01-CH-005906-2	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**\*EXCEPT 10 DAYS NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.**

**CERTIFICATE HOLDER**

CITY OF BLACK DIAMOND  
 PO BOX 599  
 BLACK DIAMOND, WA 98010

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **45\*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE