

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution authorizing a Professional Services Agreement with Parametrix for the design engineering of the Covington Creek Culverts Slip-lining project</b>	<b>Agenda Date: May 16, 2019 AB19-026</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	<b>X</b>
Cost Impact (see also Fiscal Note): \$65,200	Court – Stephanie Metcalf	
Fund Source: King County Flood Reduction Grant		
Timeline: 2019		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; Contract; Exhibit A; Exhibit B</b>		
<p><b>SUMMARY STATEMENT:</b>            Public Works staff was successful in obtaining a Flood Reduction Grant from King County in the amount of \$110,000 (Resolution 18-1271) for the design and permitting of the Covington Creek Culverts Slip-lining project. Grant funds will cover all costs associated with this contract as well as staff time for project management and administration.</p> <p>Staff and Parametrix have explored different options for rehabilitating these culverts that outlet from Lake Sawyer into Covington Creek. It has been determined that slip-lining the culverts would provide the most cost-effective solution, would provide the necessary flow, and would not be a barrier to fish passage.</p> <p>Public Works staff will apply for Flood Reduction Grant funds from King County for the construction of this project as well.</p> <p><b>FISCAL NOTE (Finance Department):</b>            This project is 100% covered by grant funds. Grant matching funds are not required.</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>            Public Works Committee recommends forwarding to Council for their approval.</p>		
<p><b>RECOMMENDED ACTION: A MOTION to adopt Resolution No. 19-1302 authorizing the Mayor to execute a professional services agreement with Parametrix for the Covington Creek Culverts Slip-lining project.</b></p>		

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 16, 2019		

**RESOLUTION NO. 19-1302**

**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, INC. FOR THE DESIGN OF THE COVINGTON CREEK CULVERTS SLIPLINING PROJECT**

**WHEREAS**, the City has planned for capital improvements to the Covington Creek Culverts; and

**WHEREAS**, Public Works staff was successful in receiving a Flood Reduction Grant from King County to completely fund the design of the Covington Creek Culverts Sliplining project; and

**WHEREAS**, the City advertised for civil engineering services and received Statements of Qualifications from interested consultants on January 9, 2018; and

**WHEREAS**, Parametrix, Inc. has completed the design engineering for several City projects and has helped the City explore options for the rehabilitation of the Covington Creek Culverts; and

**WHEREAS**, City staff recommends authorizing a professional services agreement with Parametrix, Inc. for this project;

**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 professional services agreement with Parametrix, Inc. to provide the design of the Covington Creek Culverts Sliplining project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF MAY, 2019.**

CITY OF BLACK DIAMOND:

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

Attest:

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

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT  
FOR CIVIL ENGINEERING SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher      Phone: 360-851-4446      Fax : 360-851-4501

and

PARAMETRIX, INC. (“Consultant”)

Physical Address: 1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

Mailing Address: Same as above.

Contact: Austin Fisher, P.E.      Phone: 253-604-6600      Fax: 855-542-6353

Tax Id No.: 91-0914810

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond COVINGTON CREEK CULVERTS SLIPLINING.

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

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

**TERMS AND CONDITIONS**

**1. Services by Consultant**

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

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

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

## **2. Schedule of Work**

2.1 The City 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 tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

## **3. Compensation**

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed SIXTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$65,200.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

## **4. Payment**

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

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

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

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

## **5. Discrimination and Compliance with Laws**

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

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

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

## **6. Duration, Suspension, and Termination of Agreement**

6.1 This Agreement is an "Open End" Agreement that is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this

Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

## **8. Ownership of Work Product**

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

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

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

## **9. Indemnification/Hold Harmless**

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

9.2 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.

9.3 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.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

## **10. Insurance**

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

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

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

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

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

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

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

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

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

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



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

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

## **11. Assigning or Subcontracting**

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

## **12. Independent Contractor**

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

12.2 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.

**13. Notice**

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

City:                                    ATTN: Seth Boettcher  
  City of Black Diamond  
  24301 Roberts Drive  
  P.O. Box 599  
  Black Diamond, WA 98010  
  Fax: 360-851-4501

With a copy to:                    City Clerk

Consultant:                           ATTN: Austin Fisher, P.E.  
  Senior Consultant  
  Parametrix, Inc.  
  1019 39th Avenue SE, Suite 100  
  Puyallup, WA 98374  
  Fax: 855-542-6553

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

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

16.2 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.

16.3 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.

## **17. Extent of Agreement/Modification**

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

## **18. Conflict of Interest; Non-Collusion**

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

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

**AGREED TO BY:**

CITY OF BLACK DIAMOND

PARAMETRIX, INC.

By: \_\_\_\_\_  
Carol Benson

By: \_\_\_\_\_  
David B. Roberts, P.E.

Its: Mayor

Its: Senior Consultant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Brenda L. Martinez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Linehan  
City Attorney

# Exhibit A

## SCOPE OF WORK

### City of Black Diamond Covington Creek Culverts Sliplining Project

#### INTRODUCTION

The City of Black Diamond (City) requested a scope of services to provide contract documents for the sliplining of the Covington Creek Culverts, including final design and environmental permitting. Specifically, the project will:

- Slipline the three existing culverts under 224th Avenue SE at the outlet of Lake Sawyer to Covington Creek using Ultraviolet Cured-In-Place Pipe.
- Obtain necessary City and State permits as required for the project. Federal permits (U.S. Army Corps of Engineers) are assumed to not be required.

#### SCHEDULE

The following scope of services is anticipated to be substantially complete by February 28, 2020.

#### PHASE 01 – DESIGN

##### 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 City.

##### Approach

The approach to Task 1 includes the following:

- Schedule and coordinate the work of all team members and ensure that work is completed within scope and budget.
- Perform a quality control (QC) review of final deliverables prior to submittal to the City.
- Coordinate with City staff on 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 costs.
  - Summary of actual progress.
  - Narrative to define unanticipated issues, responsive action requirements by Parametrix.

## Assumptions

The assumptions for Task 1 consist of the following:

- Quality Control reviews will be conducted for the final deliverables included in the following tasks. Interim DRAFT submittals and other work product provided to the City but not included in this Scope of Services may not be formally reviewed.

## Task 2 – Contract Documents

### Goal

To prepare final plans, contract specifications, and opinion of cost for review by the City and subsequently bidding and construction of the project.

### Approach

Parametrix will prepare contract plans based on the results of the technical memorandum completed in Task 2.

Anticipated plan sheets include the following:

- Cover Sheet and Legend (two sheets).
- Details & Notes (one sheet).
- Demo and Temporary Erosion and Sediment Control (TESC) Plan (one sheet).
- Construction Staging and Stream Diversion Plan (one sheet).
- Culvert Plan & Profile (one sheet).
- Culvert Sliplining Details (one sheet).

Parametrix will prepare the Contract Documents (plans and specifications) and an opinion of cost based upon the work.

The City agrees to review the contract documents and opinion of cost 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 as appropriate.

## Deliverables

The deliverables for Task 2 include the following:

- Final Plans and Contract Documents (includes half-size plans) in PDF format for review by the City.
- Five copies of the Final Plans and Contract Documents (includes half-size plans).
- Electronic copy of the plans (PDF format) and Contract Documents (PDF and MS Word) for online bidding and plan centers.
- Electronic copy of the Final opinion of cost (MS Excel format).

## Assumptions

Following are the assumptions for Task 2:

- No additional survey will be required. The mapping previously collected by Parametrix for the area will be sufficient. Should an additional survey be necessary, there will be an additional cost.
- Pipe material specifications will be based on the final materials selection technical memorandum previously prepared and approved by the City.
- Necessary wetland mitigation (including buffers) will be provided in the general vicinity of the site and within the limits of available mapping.
- The Contract Documents will be prepared using the 2018 WSDOT Standard Specifications.
- Traffic control plans are not included.

## Task 3 – Environmental Permitting

### Goal

Parametrix will prepare environmental documentation necessary to obtain permits for the culvert sliplining. It is anticipated that environmental permits for this project will be required by the City of Black Diamond and the Washington State Department of Fish and Wildlife (WDFW). Parametrix will also prepare documentation to satisfy the State Environmental Policy Act (SEPA), with the City of Black Diamond acting as the SEPA lead agency. Where available, documentation that was created for the 2016 culvert replacement effort will be revised for submission.

### General Assumption

- Diversion of flow from each culvert as it is sliplined will be done with a bladder dam or similar water-exclusion device. No pile driving will occur, and no fill regulated by the U.S. Army Corps of Engineers (Corps) will be used. No Corps permitting (Section 404) will be required. If construction methodologies are required that trigger the need for a Corps permit, additional scope and budget will be needed.

### Subtask 3.1 City of Black Diamond Sensitive Areas Ordinance Permitting

#### Approach

Parametrix will prepare the information necessary to satisfy the City of Black Diamond's Sensitive Areas Ordinance (SAO) permitting requirements. The SAO requires the submittal of a Sensitive Areas Report (SAR) that documents potential impacts to sensitive areas regulated by the City. For this project, these sensitive areas

consist primarily of Covington Creek and associated wetlands and riparian areas. Parametrix will complete the following:

- Review 2016 wetland assessment and other available background information, including the *King County Area Soil Survey* and *National Wetland Inventory* data prior to conducting the fieldwork.
- Perform a field reconnaissance to verify that wetland boundaries and stream ordinary high water (OHW) lines documented during fieldwork for the 2016 permitting efforts are still valid. If necessary, Parametrix will identify, delineate, and generally describe wetlands, streams, and buffers in the project area that differ from the 2016 field conditions. Any new delineations or redelineations within the study area will be performed according to the *Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory 1987) and the regional supplement.
- If necessary, locate revised wetland boundaries and stream OHW lines in the field and mark with numbered flagging. All new or revised boundaries of wetlands and streams will be documented on a general hand-drawn sketch map for the use of the project survey team.
- As needed (i.e., to support new delineations or redelineations), document soil, vegetation, and hydrology conditions as necessary at representative locations in the study area to identify wetlands (data plots). The data plots will be identified in the field with labeled flagging. Both wetland and upland data plots will be sampled and the data will be included in the SAR. Data forms for the regional supplement to the *Corps of Engineers Wetland Delineation Manual* will be prepared.
- Wetlands will be rated in accordance with the Department of Ecology's *2014 Washington State Wetland Rating System for Western Washington*.
- Photograph wetlands, streams, and buffers in the study area, as necessary, to document existing environmental conditions.
- Parametrix will revise the 2016 SAR based on the current field conditions and engineering design. No impacts to streams and wetlands are anticipated; therefore, no mitigation plan will be included with the SAR.

### Assumptions

- One Parametrix wetland biologist will need 1 day to perform a field reconnaissance at the site and update any wetland/ordinary high water mark delineations, if needed.
- The City will procure right-of-entry documentation for all non-City-owned land or right-of-way areas prior to field activities.
- The SAR will be used to satisfy City SAO requirement; no impacts to streams or wetlands are anticipated and no mitigation plan will be necessary.
- The scope assumes one review of the draft SAR by the City.
- No work within King County will occur, and the King County Critical Areas Ordinance will not be applicable.

### Deliverables

- A sketch map to be provided to the project survey team that updates the wetland boundary flags, OHW line flags, and data plots.
- A draft SAR.
- A final SAR.



### Subtask 3.2 City of Black Diamond Shoreline Master Program Permitting

#### Approach

The project area is within the Shoreline jurisdiction of Lake Sawyer, which requires a permit for certain activities in accordance with the City's Shoreline Master Program (SMP). The City's SMP allows for exemptions for projects that are considered normal maintenance or repair. Parametrix will prepare documentation to qualify the project as exempt under the SMP as a normal repair activity.

#### Assumptions

- The City will exempt the project under its SMP as a normal repair activity. If a Shoreline Permit is required, additional scope and budget will be required.

#### Deliverables

The deliverables for this task consist of the following:

- Draft and final SMP exemption letter.

### Subtask 3.3 – City of Black Diamond SEPA

#### Approach

The project area will require a SEPA determination from the City since it requires work below the OHW line. Parametrix will prepare a SEPA checklist for the project work.

#### Assumptions

- The City will issue a Determination of Nonsignificance (DNS) or Mitigated DNS for the project.
- The City will be responsible for public notice related to SEPA.

#### Deliverables

The deliverables for this task consist of the following:

- Draft and final SEPA checklist.

### Subtask 3.4 WDFW Permitting – Hydraulic Project Approval

#### Approach

Parametrix will complete a Joint Aquatic Resources Permit Application (JARPA) to apply for a Hydraulic Project Approval (HPA) permit. Parametrix will provide draft HPA permit documents to the City for review. Parametrix will make any needed revisions to the draft HPA permit documents prior to submission to WDFW.

### Assumptions

- Parametrix staff (up to one biologist and one engineer) will meet with WDFW staff in the field prior to submission of the HPA application to discuss the sliplining project and headwall structure sizes and to receive WDFW input.
- Existing information will be used to document fish presence and habitat use in the project area. No field surveys for fish will be required.

### Deliverables

The deliverables for this task consist of the following:

- Draft and final HPA application via its APPS on-line application system.

**END OF SCOPE OF SERVICES**

Client: City of Black Diamond  
 Project: Covington Creek Culverts

Exhibit B

Sliplining Project  
 Budget Estimate

				Sliplining Project													
Task	Description	Labor Dollars	Labor Hours	\$255.00	\$190.00	\$155.00	\$135.00	\$135.00	\$180.00	\$120.00	\$215.00	\$155.00	\$135.00	\$120.00	\$190.00	\$105.00	\$120.00
				Sr Consultant	Sr Scientist/Biologist	Scientist/Biologist IV	Sr Project Control Specialist	Technical Lead	Sr Engineer	Sr Publications Specialist	EP&C Division Manager	Planner IV	Engineer III	Scientist/Biologist II	Sr Scientist/Biologist	Project Accountant	Scientist/Biologist II
				Austin Fisher	Jeffrey C. Meyer	Michael L. Hall	Christy Pope	Butch R. Purganan	John L. Wright	Amanda B. Lucas	Michael S. Phelps	Joshua R. Ahmann	M. Younis Mahmood	Trey J. Parry	Josh A. Wozniak	Kassie N. Babcock	Kelly R. Carini
0101	Project Management & QA/QC	\$4,770.00	30	8			12			4							6
0102	Contract Documents	\$27,940.00	200	4			16	8	16	32			120		4		
0103	Environmental Permitting	\$32,100.00	204		24	40		12		8	40	16		32			32
	<b>Labor Totals:</b>	<b>\$64,810.00</b>	<b>434</b>	<b>12</b>	<b>24</b>	<b>40</b>	<b>28</b>	<b>20</b>	<b>16</b>	<b>44</b>	<b>40</b>	<b>16</b>	<b>120</b>	<b>32</b>	<b>4</b>	<b>6</b>	<b>32</b>
<b>Other Direct Expenses</b>																	
Mileage - \$0.58/mile		\$390.00															
<b>Other Direct Expenses Total:</b>		<b>\$390.00</b>															
<b>Project Total</b>		<b>\$65,200.00</b>															