

RESOLUTION NO. 09-580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON RELATING TO THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS FOR ANTICIPATED MASTER PLANNED COMMUNITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PARAMETRIX, INC. AND THE CITY OF BLACK DIAMOND

WHEREAS, the City and Parametrix entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the "Project"); and

WHEREAS, the City and Parametrix entered into a First Addendum to the Agreement on May 15, 2008 in order to include the preparation of a critical areas ordinance; and

WHEREAS, the City and Parametrix entered into a Second Addendum to the Agreement on November 20, 2008 in order to provide the needed background environmental data.

WHEREAS, the Council may want to amend the street grid system which would shift traffic patterns already studied; and

WHEREAS, the staff, council and developer desire to understand the impact of the street grid changes in order to make informed decisions; now

BE IT RESOLVED that the Mayor is hereby authorized to execute the Third Addendum to the Agreement in the form attached hereto as Exhibit A;

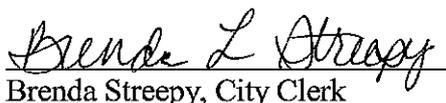
BE IT FURTHER RESOLVED that the Mayor is authorized to make minor changes to said Agreement in order to take into account scrivener's corrections or administrative matters that do not affect the substance of the Agreement and are within his authority as the City's Chief Administrative Officer.

ADOPTED by the City Council at an open public meeting held on the 5<sup>th</sup> day of February, 2009.



Howard Botts, Mayor

Attest:



Brenda L. Streepy, City Clerk

**THIRD ADDENDUM**  
**To**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF BLACK DIAMOND**  
**And**  
**PARAMETRIX, INC.**  
**Regarding**  
**ENVIRONMENTAL SERVICES**

1. **Date and Parties.**

1.1 This document ("3rd Addendum"), for reference purposes, is dated the 5<sup>th</sup> day of February, 2009, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and PARAMETRIX, INC. ("Consultant").

2. **General Recitals.**

2.1 The City and Consultant entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the "Project").

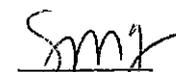
2.2 The parties entered into a First Addendum to the Agreement on May 15, 2008 to modify the terms and conditions of the Agreement to include the preparation of a critical areas ordinance.

2.3 The parties entered into a Second Addendum to the Agreement on November 20, 2008 to modify the terms and conditions of the Agreement in order to provide needed background environmental data that neither the developer nor the City possessed.

2.4 Developer has subsequently questioned the need for additional roadways proposed as part of the City's draft Comprehensive Plan. To determine whether elimination of the proposed connector roadways is a viable option, the City needs Consultant to analyze the environmental impacts of eliminating the disputed connector roadways from the Comprehensive Plan. This information shall be incorporated into the EIS already being prepared by Contractor under this Agreement.

3. **Modification to Agreement Terms and Conditions.**

  
City

  
Consultant

3.1 It is the intent of this 3rd Addendum only to establish a scope, schedule and budget for analysis of the environmental impact of eliminating proposed connector roadways made necessary by the proposed *Villages* and *Lawson Hills* projects. However, the terms of the original Agreement, as modified by the First Addendum and Second Addendums, are not modified by this 3rd Addendum, other than to the extent that the traffic analysis required by the 3rd Addendum shall be performed, because this roadway elimination analysis shall be a separate, "stand alone" issue that will be completed independently of the rest of the EIS process. Therefore, the scope, schedule and budget of the work outlined in the original Agreement and Addendums One and Two do not need to be modified and are hereby incorporated to this 3<sup>rd</sup> Addendum by reference.

4. **Scope, Schedule and Budget.**

4.1 The Scope of Work set forth in Exhibit A ("The Villages and Lawson Hills Transportation and Alternative Network Analysis") shall apply only to the work to be performed under this 3<sup>rd</sup> Addendum and is not intended to replace the Scope of Work previously agreed to by the parties under the original Agreement and as modified by the First and Second Addendums. Consultant shall perform the Scope of Work.

4.2 Compensation for the services to be performed by the Consultant as set forth in the Scope of Work shall be within the budget set forth in Exhibit B ("Lawson/Villages Transportation and Alternative Network Analysis"), attached hereto. The parties expressly agree that the Budget Amount for the Scope of Work for this 3<sup>rd</sup> Addendum is **\$14,650**.

5. **Other Terms Unchanged.**

5.1 Except as previously modified by the First and Second Addendums and Sections 3 and 4 of this 3<sup>rd</sup> Addendum, all terms of the Agreement remain unchanged.

6. **Authority to Execute.**

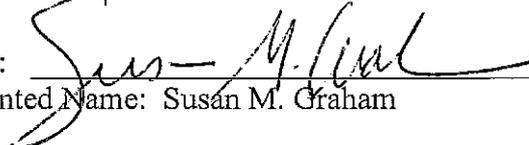
6.1 The Mayor was authorized to execute this Agreement on behalf of the City by the adoption of City of Black Diamond Resolution 09-580 on February 5, 2009.

6.2 The Consultant is authorized to execute this Agreement pursuant to the terms of their respective Operating Agreement, or resolution of the members. Proof of Owners' signatory authority shall be provided to the City, and remain on file with the City as a public record.

CITY OF BLACK DIAMOND

By:   
Howard Botts

CONSULTANT

By:   
Printed Name: Susan M. Graham

  
City

\_\_\_\_\_  
Consultant

Its: Mayor

Its: Project Manager

Date: February 5, 2009

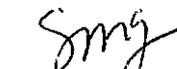
Date: February \_\_\_\_\_, 2009

Attest:

By: Brenda L. Streepy  
Brenda L. Streepy  
City Clerk

*VSIClientFiles/MPDs/Parametrix3dAddendum*

  
City

  
Consultant

## EXHIBIT A

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### City of Black Diamond The Villages and Lawson Hills Transportation and Alternative Network Analysis

Parametrix, Inc.

Amendment 3  
February 4, 2009

This Scope of Work is in addition to the previous scope of work, dated November 7, 2008.

### Transportation and Alternative Network Analysis

#### *Measurable Task Objective*

To estimate the Level of Service impacts of roadway network changes within the City of Black Diamond that would include removing the north-south connector (between Railroad Avenue and South Connector) and/or the southeast loop connector (east of SR 169) and realigning the south connector to intersect with SE Green Valley Road instead of SR 169.

#### *Approach*

The project trip generation, distribution, and assignment will be based on assumptions from the Master Plan Development EIS. This information will be used to estimate project-generated traffic volumes at all the study intersections within the City. The 2025 Level of Service impacts to the study intersections would be evaluated under the Villages Cumulative Action scenario and with the proposed roadway network changes.

#### *Assumptions*

- Trip Generation and other relevant data from the traffic analysis conducted for the Master Plan Development EIS would be used.
- Analysis will be conducted for 2025 PM peak hour conditions.
- Analysis will be conducted for 2025 Villages Cumulative Action scenario.
- Level of Service analysis will be conducted only for City of Black Diamond Intersections that were identified and studied for the Master Plan Development EIS.
- Level of Service Analysis will be conducted for the following four scenarios independently:
  - Without the north-south connector
  - Without the southeast loop connector

- Without both north-south connector and southeast loop connector
- With the realignment of the south connector to intersect with SE Green Valley Road.

***Deliverables***

- A technical memorandum with graphics will be prepared.

***Schedule***

Assuming a February 15, 2009 Notice to Proceed, Parametrix anticipates all work for this analysis complete by March 20, 2009.

This budget is in addition to the budget dated November 7, 2008.

**PROJECT: Lawson/Villages Transportation and Alternative Network Analysis**

**CLIENT: City of Black Diamond**

PMX #			BILLING MULTIPLIER:	STAFF	Sr. Trans Engineer	Senior Engineer	Traffic Analysis Engineer	GIS Graphics	TOTAL HOURS	TOTAL COST	Notes
PHASE	TASK	ORG CODE									
	1		Project Meetings		2	4	4		10	\$1,400.00	
	2		Trip Assignment (four scenarios)			8	32		40	\$4,480.00	
	3		LOS Analysis (four scenarios)			12	32		44	\$5,040.00	
	4		Report		4	4	16	8	32	\$3,720.00	
<b>Labor Subtotal at Current Salary Rates</b>					6	28	84	8	126	\$14,640.00	\$14,640.00
<b>Salary Escalation</b>				Estimated % of project completed before next salary increase		Estimated % of next salary increase					
<b>In-House Expense</b>				Item	Quantity	Unit Cost	Unit				
				Mileage		\$0.585	mile				
				Photocopies	100	\$0.10	sheet	\$10.00	\$10.00		
				Check prints		\$1.00	sheet				
				Final Plots		\$20.00	sheet				
				Traffic Counts		\$200.00	each				
<b>Outside Expenses</b>				<b>Description</b>							
<i>Other Expenses</i>											
<i>Subconsultants</i>											
									\$14,650.00		