

RESOLUTION NO. 11-764

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 IN THE DEVELOPMENT OF DESIGN AND BID MATERIALS FOR THE ROBERTS DRIVE SIDEWALK PROJECT

WHEREAS, the City of Black Diamond is in need of design services for the Roberts Drive Sidewalk project; and

WHEREAS, the City received a grant from the State of Washington Transportation Improvement Board (TIB) in the amount of \$287,218 with a City match of \$32,000; and

WHEREAS, the City has selected Parametrix to provide transportation related consulting services to the City; and

WHEREAS, Parametrix has the expertise and experience to provide the City with the design services necessary for this project;

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

Section 1. Authorizing the Mayor to execute a Professional Services Agreement and scope substantially in the form attached hereto as Exhibit A, for an amount not to exceed \$59,718.

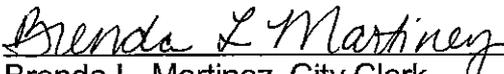
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF AUGUST, 2011.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:


Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
Roberts Drive Sidewalk Improvements

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated August 4, 2011 and 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, P.E. Phone: 360-886-2560 Fax: 360-886-2592

and

Parametrix, Inc. ("Consultant")
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

Contact: Austin Fisher, P.E. Phone: 253-604-6600 Fax: 253-604-6799

Tax Id No.: 91-0914810

for professional services in connection with the following project:

For the Roberts Drive Sidewalk Improvements project, the Consultant shall prepare plans, specifications, and an opinion of probable cost for the construction of pedestrian and stormwater improvements along approximately 950 feet of Roberts Drive; and assist the City during advertisement, award, and execution of the construction contract (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant shall perform the services 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 Consultant shall perform the services described in the Scope of Work on or before January 31, 2012.

2.2 Consultant will work within the project schedule, will proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of a fully executed contract from the City.

3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$59,718.00 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

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. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the 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.

6.2 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.

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. 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, and employees harmless from all reasonable claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the concurrent 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.

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.

13. Notice

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

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: Chris Bacha
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Daniel L. McReynolds, P.E.
Principal
Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
Fax: 253-604-6799

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. Venue shall be 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 City Administrator for the City, or his designee, 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.

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.

CITY OF BLACK DIAMOND

By: Rebecca Olness
Rebecca Olness

Its: Mayor

Date: August 8, 2011

CONSULTANT (Parametrix, Inc.)

By: Daniel L. McReynolds
Printed Name: Daniel L. McReynolds

Its: Principal

Date: 7-27-11

OK
JMT
7/26/11

Attest:

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

EXHIBIT A

SCOPE OF WORK

City of Black Diamond

Roberts Drive Sidewalk Improvements

GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Prepare plans, specifications, and an opinion of probable cost for the construction of pedestrian and stormwater improvements along approximately 950 feet of Roberts Drive.
- Assist the City during advertisement, award, and execution of the construction contract.

TASK 1 – PROJECT MANAGEMENT AND QA/QC

Goal

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

Approach

The approach to Task 1 includes:

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

Deliverables

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
 - A summary of actual versus scheduled cost.
 - A summary of actual versus scheduled progress.
 - A narrative to define unanticipated issues, responsive action requirements by Parametrix.
- Additional progress reports or identification of unanticipated issues as needed.
- Updated Preliminary Opinion of Probable Cost

Assumptions

It is assumed the contract will be complete by January 31, 2012. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

TASK 2 – SURVEY

Goal

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

Approach

2.1 Mapping

Parametrix will perform topographic mapping along the south side of Roberts Drive from the centerline of the roadway to approximately 10 feet behind the southerly ROW. Mapping limits run from the intersection Morgan Street to the existing sidewalk improvements at the Library.

2.2 AutoCAD Base Map Preparation

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

Parametrix will show the existing Right of Way (ROW) for the project corridor on the base map based on public records, deed descriptions, and the relationship with existing surveyed monuments.

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

Deliverables

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2011 format, or later, at 1 inch = 20 feet with 2-foot contours, topographic information, and easements along the mapping corridor.
- City will obtain all easements and or ROW necessary for the project.
- Triangular Integrated Network (TIN) surface for use in design (Tasks 3 and 4 below).

TASK 3 – PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE

Goal

To develop a preliminary layout of proposed improvements and draft contract documents including project special provisions, opinion of probable cost, and stormwater technical information report for the Roberts Drive Sidewalk Project.

Approach

Parametrix will prepare draft contract documents including plans and contract specifications in accordance with the City's design guidelines.

An initial review of the preliminary design will take place with City staff and the design team. Modifications to the preliminary design will be made based on this initial review. The initial review will focus on the major design elements and construction costs. Feedback from this review will be used to determine the preferred solution for construction documents.

Parametrix will complete a draft Technical Information Report (TIR). The TIR will contain the design assumptions used and supporting calculations consistent with the design for the bioretention swales, conveyance system, and TESC BMPs. The TIR will be based on applicable criteria of the *2005 Department of Ecology Surface Water Design Manual*. The TIR will also include the Stormwater Pollution Prevention Plan (SWPPP); however, the SWPPP will be updated by the contractor as required when the NOI is submitted.

Anticipated plan sheets include:

- Sidewalk and Shoulder Plan Profile Roll Plot
- Utility Conflict Plan

Deliverables

The deliverables for Task 4 include:

- Roll Plot of Draft (30%) design plans
- Three copies of Draft TIR for review by the City.
- Preliminary Opinion of Probable Cost including Draft Bid Item List

Assumptions

Following are the assumptions for Task 4:

- Plans will be prepared using Parametrix CADD standards.
- The opinion of probable cost will be delivered to the City in electronic format (MS Excel).

- City will prepare and obtain all permits necessary for the project.
- City will provide all utility coordination necessary for the project.

TASK 4 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

Goal

To prepare contract documents for advertisement of the Roberts Drive Sidewalk Project.

Approach

Parametrix will prepare contract documents including final plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets)
- Typical Sections (1 Sheet)
- Temporary Erosion and Sediment Control (TESC) and Demolition (2 Sheets)
- Sidewalk and Shoulder Plan Profile (4 Sheets)
- Illumination (2 Sheets)
- Details (2 Sheets)
- Utility Conflict Plan (2 Sheets)

Parametrix will prepare the contract documents to approximately a 90% level of completion and will request a review by City staff. Final plans and specifications will be prepared incorporating the comments from City staff as appropriate.

Assumptions

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The final opinion of probable cost will be delivered to the City in electronic format (MS Excel).

Deliverables

The deliverables for Task 4 include:

- Three copies of Draft (90%) Contract Documents (includes half-size plans) for review by the City.
- 3 copies of Final Stormwater Technical Information Report (TIR).
- Ten copies of Final Contract Documents (includes half-size plans) and three full-size sets of the final plans.
- Electronic copy of the Final Contract Documents in electronic format (PDF and TIFF) suitable for posting on the Builder's Exchange or other website should the City choose to use such a site for advertisement of the contract.

TASK 5 – ILLUMINATION PLANS, SPECIFICATIONS, AND ESTIMATE

Goal

To prepare pedestrian illumination design and contract documents for the Roberts Drive Sidewalk Project.

Approach

Parametrix will prepare contract documents including preliminary plans, final plans, and contract specifications in accordance with the City's design guidelines.

Pedestrian illumination design plans will be submitted for reviews with the Preliminary and Final plan submittals.

Assumptions

Following are the assumptions for Task 5:

- Illumination system will be designed for pedestrian lighting.

TASK 5 – CONSTRUCTION SERVICES

Parametrix will provide assistance as requested by the City during advertisement and award, during construction of the improvements. Services will be billed on a time and materials basis under this task. A budget of \$2,000 dollars has been included in the total contract price at this time.

TASK 6 – EXPENSES

Expenses will be billed at a unit cost for mileage, equipment, copies, prints and other miscellaneous items.

TASK 7 – GEOTECHNICAL INVESTIGATION

A geotechnical investigation will be performed by a subconsultant. Parametrix will coordinate with Landau Associates, Inc. to perform this investigation.

END OF PROPOSAL

Exhibit C

Phase	Task	Description	Labor Dollars	Labor Hours	Division Manager	Engineer III	Designer I	Sr Engineer	Survey Supervisor	Surveyor III	Surveyor II	Surveyor I	Project Coordination	Word Processing	Specialist	Project Accountant
			\$190.00	\$125.00	\$90.00	\$175.00	\$130.00	\$100.00	\$80.00	\$80.00	\$80.00	\$80.00	\$95.00	\$90.00	\$90.00	\$85.00
		Roberts Drive Sidewalk Imp	\$59,125.00	467	Austin Fisher	Steven D. Schmitz	Russell L. Pettit	Robert Franklin	David A. Ironmonger	Scott D. Speers	Robert J. Spiers	Adam W. Beauprez	Christy Pope	Linda K. Edwards	Cheri A. Pessemier	
		PK & QA/QC	\$5,985.00	25												
		Progress Reports	\$1,870.00	16												
		QA/QC	\$1,140.00	6												
		Estimate Update	\$975.00	3												
		Survey	\$5,900.00	30												
		Mapping	\$2,840.00	28												
		Basemap Prep	\$1,060.00	12												
		Preliminary Design	\$12,070.00	100												
		Draft Stormwater Report	\$4,100.00	34												
		Preliminary Roll Plot	\$6,000.00	48												
		Utility Conflict Plan (2)	\$970.00	10												
		Bid List & Estimate	\$1,000.00	8												
		Final P&E	\$26,110.00	242												
		Stormwater Design & IIR	\$1,740.00	14												
		90% Plans	\$11,120.00	108												
		Cover & Legend (2)	\$360.00	4												
		Typical Sections (1)	\$1,720.00	16												
		T&E & Demo Plans (2)	\$2,440.00	24												
		Sidewalk/Slidar Plan/Profile (4)	\$4,880.00	48												
		Details (2)	\$1,720.00	16												
		Utility Coordination	\$0.00	0												
		Final Estimate	\$1,000.00	8												
		50% Specifications	\$4,600.00	44												
		Final Contract Documents	\$7,450.00	68												
		Final P&E	\$5,660.00	44												
		Preliminary Plans	\$5,180.00	24												
		Final Plans & Specs	\$2,480.00	20												
		Construction Support Expenses	\$2,000.00	16												
		Geotechnical Investigation Sub	\$0.00	0												
			\$0.00	0												
		Labor Totals:	\$53,125.00	467	14	213	116	22	10	10	10	10	16	44	44	2
					\$2,660.00	\$10,440.00	\$3,850.00	\$1,300.00	\$1,000.00	\$800.00	\$800.00	\$800.00	\$1,520.00	\$5,960.00	\$170.00	

SUBCONSULTANTS	Subconsultant Name	Amount
	Applied Professional Services, Inc.	\$440.00
	Landau Associates, Inc.	\$5,500.00
	Subconsultant Total:	\$5,940.00
	DIRECT EXPENSES:	
	Description	Amount
	B & W 8.5 x 11	\$300.00
	Mileage	\$204.00
	Survey Equip.	\$114.00
	Survey Supply	\$35.00
	Expense Total:	\$653.00
	Project Total:	\$59,718.00