

RESOLUTION NO. 12-822

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
EXECUTING A PROFESSIONAL SERVICES AGREEMENT
WITH PARAMETRIX FOR AN ENGINEERING STUDY OF
THE ROCK CREEK BRIDGE**

WHEREAS, The existing bridge is 97 years old, is too narrow, does not provide for pedestrians and does not provide barriers to protect the stream; and

WHEREAS, Parametrix has been selected as the street and traffic engineer for the City of Black Diamond; and

WHEREAS, The City has budgeted \$20,000 for this study in the 2012 budget in keeping the adopted Capital Improvement Planning; and

WHEREAS, This study will provide information and guidance to submit a detailed, accurate grant application to upgrade or replace the existing bridge;

**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 attached hereto as Exhibit A with Parametrix for the Rock Creek Bridge Engineering Study in the amount of \$20,403.75.

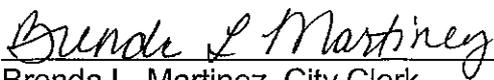
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 9TH DAY OF JULY, 2012.**

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

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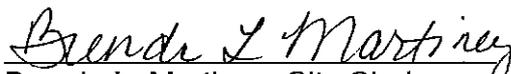
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CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:


Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated July 10, 2012 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: _____ Phone: 360-886-2560 Fax : 360-886-2592

and

Parametrix ("Consultant")

1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

Contact: Dan McReynolds Phone: 253-604-6600 Fax: 253-604-6799

Tax Id No.: 91-0914810

for professional services in connection with the following project:

Rock Creek Bridge Evaluation

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 in accordance with the Schedule as described in Exhibit "A."

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 _____.

3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$20,403.75 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. 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. 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 and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively "liabilities"), arising directly or indirectly out of or resulting from the willful or negligent acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement except to the extent such Liabilities are caused by or result from the concurrent negligence of the City.

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
Parametrix, Inc.
1019 39th Ave SE, Ste 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. 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.

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 Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. 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 Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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.

CITY OF BLACK DIAMOND

By: Rebecca Olness
Rebecca Olness

Its: Mayor

Date: 7-10-12

CONSULTANT

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

Date: 7-16-12

Attest:

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

EXHIBIT A - SCOPE OF WORK

City of Black Diamond Rock Creek Bridge Evaluation – Bridge No. 1018B

PHASE 1 – BRIDGE EVALUATION

Task 1 – Project Management and Support

Measurable Task Objectives

Parametrix (Consultant) will monitor the progress of the work tasks, staff work loads, and milestones/deliverables with the project schedule, and will make adjustments as necessary to keep the project on track. Consultant will work closely with the City of Black Diamond staff and provide project management to ensure that the proper level of effort is being applied to the project tasks.

Assumptions

The task assumptions include:

- The project will be completed within 3 months of the notice to proceed.

Deliverables

The deliverables will include:

- Meeting Notes (as applicable).
- Project Invoices and Status Reports.

Task 2 – On-Site Condition Evaluation

Measurable Task Objectives

Parametrix will conduct a site visit in order to evaluate the current condition of the bridge. Results of the visual inspection will be provided in a technical memorandum.

Approach

The approach to the on-site condition evaluation will include the following:

- Obtain and review all available documentation on the bridge.
- Obtain and review previous inspection reports.
- Site visit to evaluate the existing condition of bridge.

Assumptions

The task assumptions include:

- Site visit will be limited to 4 hours on site.
- Site visit will be performed by two Parametrix employees.
- A representative of the City of Black Diamond Public Works Department will be on site during the site visit.
- All observations will be performed visually from the deck and creek below. No special equipment (man lifts, etc.) will be used.

Deliverables

The deliverables will include:

- A technical memorandum summarizing the site visit.

Task 3 – Perform a Structural Evaluation of the Existing Bridge

Measurable Task Objectives

The purpose of the structural evaluation is to assess the load-carrying capacity of the bridge. Parametrix will perform a structural analysis, based on the record drawings and visual inspection, to measure the bridge capacity for various loading conditions. The results will be summarized in a load capacity report.

Approach

The approach to performing structural evaluation will include the following:

- Perform an analysis similar to a load rating analysis incorporating the condition of the structure observed during the site visit to determine a reasonable load capacity.
- If load restrictions are required, prepare a bridge load rating report summary.

Assumptions

The following assumptions apply to determining the load capacity:

- Load capacity determination will be in accordance with WSDOT's *Bridge Design Manual* Chapter 13 and *The Manual for Bridge Evaluation*, 1st Edition with 2010 Interim Revisions.
- Only the superstructure will be rated in accordance with WSDOT.
- If load restrictions are required, rating trucks will be limited to legal truck loads (Type 3, Type 3S2, Type 3-3). Rating vehicles are defined in WSDOT's *Bridge Design Manual* Section 13.1.5.
- Resistance factors will be reduced based on the bridge condition described in the latest inspection reports and the existing conditions observed during the site visit.
- The results of this load capacity determination will set the basis for further recommendations.

Deliverables

The deliverables will include:

- Load capacity report and summary.
- Structural calculations.

Task 4 – Investigate Rehabilitating/Widening/Replacing the Existing Structure

Measurable Task Objectives

Parametrix will investigate alternatives for rehabilitating, widening, and replacing the existing bridge. The study will also examine the feasibility of adding a sidewalk to the bridge. Results will be summarized in a technical memorandum, including conceptual drawings, permitting requirements, and an opinion of construction cost.

Approach

The approach to rehabilitating/widening/replacing the existing structure will include the following:

- The results of Task 3 will set the direction for the most cost effective solution (i.e., rehabilitate, widen, or replace).
- Identify up to three alternatives that will provide for a 28-foot roadway and a minimum of a 6-foot-wide sidewalk on one side of the roadway.
- Prepare conceptual drawings for each alternative.
- For each alternative, identify permitting issues and requirements.
- Prepare an estimate of life expectancy for each alternative.
- Develop a design, permitting requirements, and opinion of probable construction cost estimate for each of the alternatives.

Assumptions

The following assumptions apply to rehabilitating/widening/replacing the existing structure:

- For a replacement alternative, a cursory hydraulic analysis will be performed to determine if the span length needs to be increased.
- For the rehabilitation/widening alternative, foundation capacities will be based on conservative values of the existing soil conditions. No geotechnical investigation will be performed at this time.

Deliverables

The deliverables will include:

- Conceptual drawing of each alternative.
- Permitting requirements for each alternative.
- Opinion of design and construction costs for each alternative.
- Technical memorandum with recommendations, including life expectancy of each alternative.

Task 5 – QA/QC

Measurable Task Objectives

Comply with all applicable QA/QC Standards and Procedures.

Approach

Quality is a critical element to the reliability and success of the planning and design effort. Our goal under this task is to ensure that we commit to quality, and through a systematic utilization of checks and balances, deliver a project that is fully in conformance with both the standards of our profession and expectations of the Client.

Utilizing the standards and procedures established by Parametrix as a base, we will internally develop an appropriate plan for quality, to ensure proper documentation of process design, peer and senior staff review, and other factors, as appropriate.

| Phase | Task | Description | Labor Dollars | Labor Hours | Manager | Sr Engineer | Designer III | Engineer IV | Word Processing Specialist | Sr Planner | Division Manager | Project Controls Specialist | Corp Finance | Project Accountant | Project Coordination Supervisor |
|---------------|------|-------------------------|---------------|-------------|---------------|-----------------|-------------------|----------------|----------------------------|-------------------|------------------|-----------------------------|--------------|--------------------|---------------------------------|
| | | | \$20,132.00 | 128 | Austin Fisher | Joseph R. Merth | Alvin R. Valencia | Shane L. Brown | Linda K. Edwards | Michael S. Phelps | Robert Murray | Darla Wright | Corp Finance | Project Accountant | Project Coordination Supervisor |
| 01 | 01 | Bridge Evaluation | \$20,132.00 | 128 | | 52 | 24 | 20 | 4 | 6 | 12 | 2 | | 2 | 4 |
| 01 | 02 | Project Management | \$2,212.00 | 14 | | 8 | | | | | | | | 2 | 2 |
| 01 | 03 | On-Site Evaluation | \$2,160.00 | 12 | | 12 | | | | | | | | 2 | 2 |
| 01 | 04 | Determine Load Capacity | \$4,140.00 | 28 | | 8 | | 20 | | | | | | | |
| 01 | 05 | Alternative Studies | \$9,220.00 | 62 | | 24 | 24 | | 4 | 6 | | 2 | | | 2 |
| 01 | 05 | QA/QC | \$2,400.00 | 12 | | | | | | | 12 | | | | |
| 01 | 05 | Reimbursable Expenses | \$0.00 | 0 | | | | | | | | | | | |
| Labor Totals: | | | \$20,132.00 | 128 | | 52 | 24 | 20 | 4 | 6 | 12 | 2 | | 2 | 4 |
| | | | \$400.00 | \$9,360.00 | \$3,240.00 | \$2,700.00 | \$360.00 | \$900.00 | \$2,400.00 | \$172.00 | \$400.00 | \$100.00 | \$86.00 | \$100.00 | \$100.00 |

DIRECT EXPENSES:

| Description | Amount |
|-----------------------|--------------------|
| B & W 8.5 x 11 | 130.13 |
| B & W 11 x 17 | 52.26 |
| Mileage | 89.96 |
| Expense Total: | 271.75 |
| Project Total: | \$20,403.75 |