

**RESOLUTION NO. 18-1232**

**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 ENGINEERING OF  
THE ROBERTS DRIVE IMPROVEMENTS, 236<sup>TH</sup> AVENUE  
SE TO BRUCKNERS WAY PROJECT**

**WHEREAS**, the City does not have sufficient staff resources to complete the design engineering for the Roberts Drive Improvements, 236<sup>th</sup> Avenue SE to Bruckners Way project; and

**WHEREAS**, completing the design of this project will improve the chances of receiving grant funding for the construction of this 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, including the recently completed Roberts Drive Roadway Improvements project; 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 engineering of the Roberts Drive Improvements, 236<sup>th</sup> Avenue SE to Bruckners Way project.

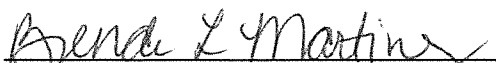
**Section 2.** Appropriate \$116,990 from REET II for this project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1<sup>ST</sup> DAY OF MARCH 2018.**

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: 360-886-5700      Fax: 360-886-2592

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 ROBERTS DRIVE IMPROVEMENTS, 236<sup>TH</sup> AVENUE SE TO  
BRUCKNERS WAY.

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 One Hundred Sixteen Thousand Nine Hundred Ninety DOLLARS (\$116,990.00). 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: 360-886-2592

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

By: Carol Benson

Carol Benson

Its: Mayor

Date: 3/2/18

CONSULTANT

By: Brian E. Bunker

Brian E. Bunker, P.E.

Its: Water Division Manager

Date: Feb. 24, 2018

Attest:

By: Brenda L. Martinez

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

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

## Exhibit A SCOPE OF WORK

### City of Black Diamond Roberts Drive Improvements, 236th Avenue SE to Bruckners Way

#### INTRODUCTION

The City of Black Diamond (City) recently completed improvements to Roberts Drive between Bruckners Way and Cemetery Lane. The City has requested that Parametrix provide a scope of services to extend pedestrian improvements on the south side of Roberts Drive to the west to 236th Avenue SE and roadway improvements east of the bridge for a fully complete street. Specifically the project will:

- Extend the sidewalk from Bruckners Way east to 236th Avenue SE on the south side of Roberts Drive to fill the gap between the frontage improvements constructed as part of the Ten Trails development and the recently completed improvements to Roberts Drive by the City.
- Complete bridge repairs and rehabilitation (separate bid schedule)
- Construct a new pedestrian bridge across Rock Creek. The pedestrian bridge will most likely be attached to the existing box culvert based on the 90% design plans for Roberts Drive prepared under a separate contract.
- Extend pedestrian level lighting from Bruckners Way east to 236th Avenue SE.
- Provide grant assistance to submit an application to the Transportation Improvement Board (TIB) in August 2018.

#### SCHEDULE

The following scope of services is anticipated to be complete by July 31, 2018, and 90% design documents will be provided no later than August 31, 2018, prior to the deadline for a new TIB application deadline.

#### 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:

- 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 cost.
  - 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 – Final Design

### Goal

To prepare 90% design level plans, Contract Documents, and opinion of cost for review by the City and subsequently prepare final plans, Contract Documents, and opinion of cost for bidding.

### Approach

Parametrix will use previously prepared design data by Parametrix and the Master Developer to prepare 90% 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)
- Demo and Temporary Erosion and Sediment Control (TESC) Plan (1 Sheet)
- Structural Plans:
  - Structural Plan (1 Sheet)
  - Structural Details (3 Sheets)
- Roadway Plan and Profile (2 Sheets)
- Driveway Plan and Profile (1 Sheet)

- Illumination Plans and Details (2 sheets)
- Retaining Wall Plan and Profile (3 Sheets)
- Landscape Mitigation Plan (1 Sheet)
- Details (Up to 4 Sheets)

Parametrix will prepare the Contract Documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal 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.

Bridge repair work will be itemized into a separate bid schedule.

### Deliverables

The deliverables for Task 2 include:

- 90% Plans and Contract Documents (includes half-size plans) for review by the City in PDF format.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.
- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).
- One (1) copy of the final structural calculations and an electronic PDF copy.

### Assumptions

Following are the assumptions for Task 2:

- No additional survey will be required. The City will provide supplemental mapping prepared by the Master Developer and the resulting coverage of existing topographic data is assumed to be sufficient for preparation of the design documents. The City understands and warrants supplemental mapping work product provided by others to Parametrix and will hold Parametrix harmless in the event that errors or omissions are found to be the result of supplemental mapping work product provided by the City.
- The City will provide geotechnical data from the Master Developer.
- The Contract Documents will be prepared using the 2018 WSDOT Standard Specifications.
- The City will provide a copy of the as-built drawings of the Roberts Drive water main installed by the Master Developer.

### Task 3 – Environmental Permitting

#### Goal

To prepare environmental permitting documents including a Washington State Environmental Policy Act (SEPA) checklist and a permit application for a Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife (WDFW).

#### Approach

Parametrix will prepare a SEPA checklist for the project and submit to the City for processing.

Parametrix will prepare the application for the HPA using WDFW's online Aquatic Protection Permitting System (APPS). Parametrix will coordinate with City Staff, the internal Parametrix design team, and agency reviewers to assist the City in obtaining the HPA.

#### Deliverables

The deliverables for Task 3 include:

- SEPA Checklist.
- HPA Application.

#### Assumptions

Following are the assumptions for Task 3:

- The City will process the SEPA checklist. The scope of services does not include attendance of hearings or supplemental information that may be necessary for the City to respond to comments on the SEPA checklist. Additional services may be provided if requested and may require an amendment for additional work.
- The scope of services and budget estimate do not include the preparation of a critical area report. If a critical area report or other additional information other than that which is available in the HPA application is necessary for permit approval, Parametrix will prepare an amendment for the City's consideration to complete this additional work.
- The cultural resources report and work done previously will be accepted on this project. No further cultural or historic resource investigation is included.

### Task 4 – TIB Grant Assistance

#### Goal

Parametrix will assist the City to prepare a TIB Grant Application.

#### Approach

Parametrix will provide a final opinion of cost that will be stamped by a professional licensed engineer (WA) as required by TIB. Parametrix will also provide data, work product, and grant writing assistance on a time and materials basis. It is not clear at the time this scope of work was prepared what specific information the City may

need when the grant application is made in August 2018. Therefore, a budget amount of \$3,500 has been established for this work.

### **Deliverables**

The deliverables for Task 4 include:

- Final Opinion of Cost for TIB Application.
- Other as applicable.

### **Assumptions**

Following are the assumptions for Task 4:

- The budget for this task is limited to \$3,500. Parametrix will notify the City if requested assistance under this task will exceed this established budget and will request an amendment for additional work.

### **Task 5 – Mapping**

#### **Goal**

Parametrix will complete additional topographic surveying and right-of-way resolution along Roberts Drive, starting from the west end of previous mapping efforts and extending west to approximately 50 feet beyond 236th Avenue SE.

#### **Approach**

Parametrix will map the right-of-way of Roberts Drive, with limits to the south being approximately 25 feet beyond the southerly right-of-way, or enough coverage to capture any areas of possible impact from design, including the entirety of the roadway.

The survey will provide a base map of existing conditions within the above-described project limits for use in preparing detailed design plans. Ground features including break lines, edge of pavement, curbs, paths, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as buildings, fences, driveways, walls, and other physical visible improvements will also be mapped, with significant trees with a diameter of 6 inches and above also being obtained. Utility structures such as storm, sewer, and water will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. In addition, conductible underground utilities will also be mapped, based on paint markings provided by a utility locate company subcontracted by Parametrix. Rights-of-way will also be resolved, based on monumentation found in the field. Once the field work has been completed, a base map will be prepared in AutoCAD Civil 3D format.

### **Deliverables**

The deliverables for Task 5 include:

- AutoCAD Civil 3D survey base map.

## Assumptions

Following are the assumptions for Task 5:

- Horizontal Datum: Washington State Plane NAD 83-91, North Zone based on previous mapping.
- Vertical Datum: NAVD88 based on previous mapping.
- Parametrix survey crews will have unrestricted access to the site to perform the field work.
- Base map will be developed using Parametrix Survey Mapping Standards.

## END OF SCOPE OF SERVICES



## EXHIBIT B

### *(Billing Rates and Reimbursable Expenses)*

See Parametrix Budget Estimate (Exhibit B-1) and Billing Rates (Exhibit B-2) on the following pages.

Exhibit B-1

Budget Estimate

Budget Estimate																											
Burdened Rates:																											
Phase	Task	Description	Labor Dollars	Lbr Hrs	Sr Consultant	Engineer IV	Engineer II	Engineer III	Designer IV	Sr Engineer	Sr Planner	Sr Planner	Michael S. Phelps	Scientist/Biologist IV	Planner III	Survey Supervisor	Surveyor III	Surveyor I	Technical Lead	Project Controls Specialist	Sr Publications Specialist	Accountant					
01	Design		\$115,310.00	810	24	150	144	156	100	28	4	16	48	8	6	22	22	22	16	20	38	8					
	01	Project Management & QA/QC	\$10,620.00	60	14					20										12	6	8					
		Monthly Progress Reports	\$4,440.00	32	6															12	6	8					
		QA/QC	\$6,180.00	28	8					20																	
	02	Final Design	\$80,820.00	580	6	128	140	156	100	8	4									6	32						
		90% Design	\$66,270.00	476	2	102	108	136	92	6	4									2	24						
		90% Plans	\$54,300.00	392		64	100	128	92	4	4																
		Cover Sheet & Legend (1)	\$480.00	4			4																				
		Typ. Sections (1)	\$1,600.00	12		4	8																				
		Demo & TESC (1)	\$2,400.00	18		6	12																				
		Structural Plan (1)	\$7,750.00	56		2		40	12	2																	
		Structural Details (3)	\$22,830.00	162				80	80	2																	
		Illumination Plans & Details (2)	\$6,720.00	48		24	24																				
		Retaining Wall Plan & Profile (3)	\$9,680.00	72		24	40	8			4																
		Landscape Mit. Plan (1)	\$760.00	4																							
		Details (1)	\$2,080.00	16		4	12																				
		90% Contract Specifications	\$9,260.00	66		30	8	8		2										2	24						
		90% Opinion of Cost	\$2,710.00	18	2	8	8																				
		Final Bidding Documents	\$14,550.00	104	4	26	32	20	8	2										4	8						
		Final Contract Plans	\$8,000.00	60		12	32	8	8																		
		Final Contract Specifications	\$4,290.00	30	2	12		4												4	8						
		Final Opinion of Cost	\$790.00	4	2	2																					
		Final Structural Calculations	\$1,470.00	10				8		2																	
03	Environmental Permitting		\$12,200.00	82		6	4				16	48	8														
	SEPA Checklist		\$3,360.00	22		2					4	16															
	HPA Application		\$8,840.00	60		4	4					12	32	8													
04	TIB Grant Assistance		\$9,500.00	20	4	16																					
05	Mapping		\$8,170.00	68												6	22	22	16	2							
01EXP	Expenses		(see below)																								

SUBCONSULTANTS		Amount
Subconsultant Name	Applied Professional Services Inc	\$830.00
Subconsultant Total:		\$830.00

DIRECT EXPENSES:		Amount
Description	Reimbursable Expenses	\$850.00
Expense Total:		\$850.00

Project Total:	\$116,990.00
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# Parametrix Puget Sound Billing Rates - October 1, 2017 through September 30, 2018

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$90	Jr. Planner	8	\$85
CADD Operator II	9	\$100	Planner I	10	\$95
CADD Operator III	11	\$115	Planner II	11	\$110
CADD Supervisor/Technical Lead	12	\$130	Planner III	12	\$125
CADD Services Manager	14	\$140	Planner III	13	\$130
			Planner IV	14	\$145
Jr. Designer	8	\$90	Sr. Planner	15	\$160
Designer I	10	\$105	Sr. Planner	16	\$190
Designer II	11	\$120	Sr. Planner	17	\$205
Designer III	12	\$130			
Designer III	13	\$145	Jr. Scientist/Biologist	8	\$90
Designer IV	14	\$150	Scientist/Biologist I	10	\$100
Sr. Designer	15	\$170	Scientist/Biologist II	11	\$115
Sr. Designer	16	\$185	Scientist/Biologist III	12	\$125
Sr. Designer	17	\$200	Scientist/Biologist III	13	\$135
			Scientist/Biologist IV	14	\$150
Jr. Engineer	8	\$90	Sr. Scientist/Biologist	15	\$175
Engineer I	10	\$110	Sr. Scientist/Biologist	16	\$190
Engineer II	11	\$120	Sr. Scientist/Biologist	17	\$200
Engineer III	12	\$130			
Engineer III	13	\$140	Environmental Technician I	7-8	\$95
Engineer IV	14	\$160	Environmental Technician II	9	\$100
Sr. Engineer	15	\$170	Environmental Technician III	10	\$105
Sr. Engineer	16	\$190			
Sr. Engineer	17	\$215	Jr. Hydrogeologist	8	\$90
Sr. Consultant	18	\$225	Hydrogeologist I	10	\$105
Sr. Consultant	19	\$235	Hydrogeologist II	11	\$110
			Hydrogeologist III	12-13	\$130
Electrical Designer I	11	\$115	Hydrogeologist IV	14	\$145
Electrical Designer II	12	\$130	Sr. Hydrogeologist	15	\$170
Electrical Designer III	13	\$145	Sr. Hydrogeologist	16	\$185
Electrical Designer IV	14-15	\$150	Sr. Hydrogeologist	17	\$195
Sr. Electrical Designer	16-17	\$180			
Sr. Electrical Designer	18	\$185	GIS Technician	9	\$100
Electrical Engineer I	11	\$115	GIS Analyst	10	\$105
Electrical Engineer II	12	\$130	Sr. GIS Analyst	11	\$115
Electrical Engineer III	13	\$145			
Electrical Engineer IV	14-15	\$160	Graphic Designer	10-11	\$115
Sr. Electrical Engineer	16-17	\$190	Sr. Graphic Designer	12-13	\$130
Sr. Electrical Engineer	18	\$225			
Jr. Surveyor	8	\$90	Publications Specialist I	8	\$100
Surveyor I	9	\$100	Publications Specialist II	9-10	\$105
Surveyor II	10	\$105	Sr. Publications Specialist	10-11	\$115
Surveyor III	11	\$120	Publications Supervisor	12-13	\$130
Sr. Surveyor	12	\$130	Technical Editor	10-11	\$120
Sr. Surveyor	13	\$160	Sr. Technical Editor	12-13	\$130
Survey Supervisor	14-16	\$170			
Sr Surveyor of Operations	17	\$185	Technical Aide	7	\$80
Survey Prevailing Wage*			Sr. Technical Aide	8	\$90
			Project Coordinator	9	\$100
Jr. Inspector	8	\$90	Sr. Project Coordinator	10	\$105
Construction Inspector	10-11	\$110	Project Controls Specialist	11	\$115
Sr. Construction Inspector	12-13	\$130	Sr. Project Controls Specialist	12-13	\$130
Resident Engineer	13	\$140			
Resident Engineer	14	\$150	Project Accountant	9	\$100
Construction Manager I	12-14	\$145	Sr. Project Accountant	10-11	\$120
Construction Manager II	15-17	\$160	Accounting Specialist	9	\$100
Sr. Construction Manager	15	\$170	Sr. Accounting Specialist	10-11	\$105
Sr. Construction Manager	16-17	\$190			
Owner's Representative	19	\$215	Admin Assistant	7	\$80
			Sr. Admin Assistant	8	\$90
Division Manager	16-17	\$205	Office Administrator	10-11	\$110
Division Manager	18-19	\$225	Sr. Office Administrator	12-13	\$135
Operations Manager	16-17	\$205	Office Administrative Manager	14-15	\$155
Operations Manager	18-19	\$240	Business Manager	15-16	\$160
Program Manager	19-20	\$245	Sr. Contract Administrator	11	\$130
Principal Consultant	19	\$240	Director of Risk Management	20	\$260
Principal Consultant	20	\$260			
Vice President/Sr. Vice President	19-20	\$260	UAV Pilot		\$155
			Expert Witness		\$350

\* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.