

RESOLUTION NO. 21-1411

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 FOR THE COVINGTON CREEK CULVERT REPLACEMENT PROJECT

WHEREAS, the Covington Creek Culverts, located at 224th Ave. SE and SE 297th St. have been rusting and deteriorating; and

WHEREAS, design has been partially completed and the City has chosen Parametrix to complete contract plans and specifications for final design; and

WHEREAS, this contract will include permitting, structural design, utility coordination and completion of the hydraulic sizing and analysis of Covington Creek; and

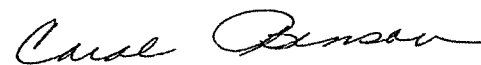
WHEREAS, design costs will be funded by the King County Flood Control District;

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

Section 1. The Mayor is authorized to execute a professional services agreement with Parametrix for the design of the Covington Creek Culverts Replacement Project.

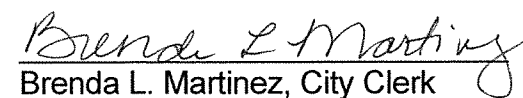
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF MARCH, 2021.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

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

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

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

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

and

PARAMETRIX, INC. (“Consultant”)

Physical Address: 1019 39th Avenue SE, Suite 100

Puyallup, WA 98374

Mailing Address: Same as above.

Contact: Austin Fisher, P.E. Phone: 253-604-6747 Fax: 855-542-6353

Tax Id No.: 91-0914810

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

City of Black Diamond COVINGTON CREEK CULVERTS REPLACEMENT.

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 THREE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS (\$346,228.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Duration, Suspension, and Termination of Agreement

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

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

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

7. Standard of Care

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

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

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

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

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION

DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

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

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

With a copy to: City Clerk

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

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

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

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

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

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

AGREED TO BY:

CITY OF BLACK DIAMOND

PARAMETRIX, INC.

By: Carol Benson
Carol Benson

By: Matthew Kastberg
Matthew Kastberg

Its: Mayor

Its: Regional Division Manager

Date: 3/18/2021

Date: 3/8/2021

Attest:

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

APPROVED AS TO FORM:

David A. Linehan
City Attorney

SCOPE OF WORK

City of Black Diamond Covington Creek Culvert Replacement

OBJECTIVE

The City of Black Diamond (City) requested that Parametrix prepare contract plans and specifications for final design for the replacement of the Covington Creek culverts at Lake Sawyer Road and 224th Avenue SE with a new bridge. The project will also include permitting, structural design, utility coordination, and completion of the hydraulic sizing and analysis of Covington Creek.

SCHEDULE

Final design in preparation of advertisement is anticipated to be completed by December 31, 2021.

ASSUMPTIONS

- Design will utilize previously collected ground survey. No additional survey is included in this scope of services.
- Stormwater mitigation will not be required, and the scope of services does not include design of water quality or flow control facilities.
- It is assumed that 224th Avenue SE can be temporarily closed for construction of the bridge and removal of the existing culverts. Maintaining traffic through the project site may require additional design effort for construction staging that is not included in this scope of services.

PHASE 1 – COVINGTON CREEK CULVERT REPLACEMENT

Task 1 – Project Management and Quality Assurance/Quality Control

Approach

Parametrix will be responsible for continuous tracking and contract administration of this project including preparing monthly invoices, coordinating work efforts with the City's project manager, and coordinating with our subconsultants. The Parametrix project manager will maintain routine telephone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

Independent qualified staff will conduct reviews of all deliverables prior to submittal to the City and/or other regulatory agencies.

Deliverables

The deliverables for this task consist of the following:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

Task 2 – Geotechnical Investigation and Report (AES)

Approach

Associated Earth Sciences (AES), Inc. will utilize data previous collected to provide recommendations for the bridge foundations and retaining walls that will be necessary for the project.

Deliverables

The deliverables for this task consist of the following:

- Revised/updated Final Geotechnical Report in electronic (PDF) format.

Assumptions

- For a list of project assumptions regarding this task, see the attached proposal from AES.

Task 3 – Permitting

Parametrix will prepare environmental documentation necessary to obtain permits for the culvert replacement. It is anticipated that environmental permits and approvals for this project will be required by the City of Black Diamond, Washington Department of Fish and Wildlife (WDFW), the U.S. Army Corps of Engineers (Corps), and Washington Department of Ecology (Ecology). Parametrix will also prepare documentation to satisfy SEPA (State Environmental Policy Act) with the City of Black Diamond acting as the SEPA lead agency.

Subtask 3.1 City of Black Diamond Sensitive Areas Ordinance Permitting

Approach

Parametrix will prepare a Final Mitigation Plan building upon the conceptual mitigation plan described in the 2017 *Sensitive Areas Report for the Covington Creek Culvert Replacement* (SAR) and the final project design.

Assumptions

- Two (2) Parametrix wetland biologists will need one (1) day to verify site conditions for drafting the final mitigation plan.
- No revisions to the 2017 SAR will be needed.
- A portion of the disturbed sensitive area (Covington Creek riparian area) to the west of the bridge occurs in King County right-of-way, as identified in the 2017 SAR. It is assumed that the City will get approval from King County to mitigate for impacts to the riparian area there per City of Black Diamond code as part of the overall final mitigation plan. No King County permitting will occur under this scope.

- All mitigation will be able to be performed onsite. No off-site mitigation will be needed.
- The scope assumes one review of the final mitigation plan by the City.

Deliverables

The deliverables for this subtask consist of the following:

- A final mitigation plan (to be incorporated as 2 sheets in the final engineering design).

Subtask 3.2 City of Black Diamond Shoreline Master Program Exemption

Approach

The project area is within the Shoreline jurisdiction of Lake Sawyer, which requires a permit for certain activities in accordance with the City's Shoreline Master Program (SMP). The City's SMP allows for exemptions for projects that are considered normal maintenance or repair. The 2017 SAR includes an analysis that addresses SMP exemption criteria, documenting that the project is exempt under the SMP because it is a normal repair activity.

Assumptions

- The language in the 2017 SAR is sufficient to support an exemption decision by the City.
- The City will exempt the project under its SMP as a normal repair activity. If a Shoreline Permit is required, additional scope and budget will be required.

Deliverables

No additional deliverables are anticipated.

Subtask 3.3 WDFW Permitting – Hydraulic Project Approval

Approach

Parametrix will submit an application for a Hydraulic Project Approval (HPA) via WDFW's online Aquatic Protection Permitting System. Parametrix will provide the text of the draft HPA application to the City for review. Parametrix will make any needed revisions to the draft application prior to submission to WDFW.

Assumptions

- Parametrix staff (up to one biologist and one engineer) will meet with WDFW staff in the field prior to submission of the HPA application to discuss the anticipated culvert replacement structure size and to receive WDFW input. Parametrix will request WDFW staff include Muckleshoot Indian Tribe fisheries biologist in the field visit.
- Existing information will be used to document fish presence and habitat use in the project area. No field surveys for fish will be required.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final HPA application.

Subtask 3.4 Federal Permitting – Nationwide Permit

Approach

Parametrix will prepare permit application documentation to obtain a Nationwide Permit for work occurring below the ordinary high-water mark (OHWM) to satisfy requirements of Sections 404 and 401 of the Clean Water Act, as administered by the Corps and Ecology, respectively. Due to the type and magnitude of work anticipated, the project will be covered by a Nationwide Permit 3, Maintenance. Parametrix will submit a Joint Aquatic Resources Permit Application (JARPA) to fulfill the Pre-Construction Notification requirement and will request a jurisdictional determination.

To support consultation as required under Section 7 of the Endangered Species Act (ESA), Parametrix will prepare documentation demonstrating consistency with the National Marine Fisheries Service's (NMFS) 2017 Fish Passage and Restoration Actions in Washington State (FPRP III) programmatic ESA consultation. Parametrix will also complete a Biological Evaluation (BE) form to document that the project will have no effect on species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS). Parametrix staff (up to one biologist and one engineer) will meet with the Corps onsite to discuss the project and the Corps' potential jurisdiction.

To support consultation under Section 106 of the National Historic Preservation Act, a Parametrix cultural resources subconsultant (WCRA) will prepare a cultural resources report for consultation. See attached WCRA proposal.

Assumptions

- Excavation and fill for placement of new streambed substrates will trigger the permitting requirements of Clean Water Act Section 404.
- The project will be classified as a fish passage improvement project eligible for coverage under the FPRP III programmatic consultation. This scope does not include preparation of a Biological Assessment.
- No cultural or historical resources will be impacted by the project; there will be no Adverse Effect to cultural or historical resources.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final JARPA.
- Draft and Final Cultural Resources Memorandum.
- FPRP III compliance form and BE form.

Subtask 3.5 SEPA

Approach

Parametrix will prepare a SEPA checklist for submission to the City of Black Diamond as the SEPA lead agency.

Assumptions

- The project will qualify for Determination of Significance (DNS) or a Mitigated DNS.
- One round of City review will occur prior to finalizing the draft SEPA checklist.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final SEPA checklist.

Subtask 3.6 King County Critical Area Report

Approach

Parametrix will prepare a Critical Area Report (CAR) to satisfy the King County (County) Critical Areas Ordinance (CAO) permitting requirements. The CAO requires the submittal of a CAR that documents potential to critical areas regulated by the County. For this project, these critical areas consist primarily of Covington Creek and associated wetland and riparian areas. Parametrix will identify and flag wetland boundaries and riparian/stream OHWMs so that potential impacts to critical areas can be assessed and documented in a CAR. Parametrix will complete the following:

- Identify, delineate, and generally describe wetlands, streams, and buffers in the project area. Any wetlands within the study area will be delineated according to the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the regional supplement.
- Research available background information on wetlands at the site including the King County Area Soil Survey and National Wetland Inventory data prior to conducting the field work.
- Locate wetland boundaries and stream OHWM in the field and mark with numbered flagging. All delineated wetlands and streams will be documented on a general hand-drawn sketch map for the use of the project survey team.
- Document soil, vegetation, and hydrology conditions as necessary at representative locations throughout the study area to identify wetlands (data plots). The data plots will be identified in the field with labeled flagging. Both wetland and upland data plots will be sampled, and the data will be included in a CAR. Data forms for the regional supplement to the Corps of Engineers Wetland Delineation Manual will be prepared.
- Wetlands will be rated in accordance with the Department of Ecology's 2014 Washington State Wetland Rating System for Western Washington.
- A CAR will be written that includes streams and wetlands delineated as part of this task. The CAR will include a mitigation plan for impacts to streams and wetlands along the trail alignment as described in Subsection 4.1.
- Photograph wetlands, streams, and buffers in the study area, as necessary, to document existing environmental conditions.

Assumptions

- Two (2) Parametrix wetland biologists will need one (1) day to conduct a stream and wetland delineation.
- The City will procure right-of-entry documentation for all non-County owned land or right-of-way areas prior to field work.

- The scope assumes one review of the draft CAR by the City and County.
- Per Subsection 4.1, Parametrix will prepare a Final Mitigation Plan building upon the conceptual mitigation plan discussed in the 2017 Sensitive Areas Report for the Covington Creek Culvert Replacement (SAR) and the final project design.

Deliverables

The deliverables for this subtask consist of the following:

- Draft and final King County CAR with conceptual mitigation plan for impacts within King County jurisdiction.

Task 4 – Design Confirmation

Parametrix will review the plans previously submitted to confirm the requirements that are necessary to comply with permitting requirements and to meet current design guidelines. Preliminary bridge plans will be prepared and impacts to utilities will be assessed. Parametrix will also work with the City to determine how to stage the construction of the bridge including temporary impacts to traffic.

Approach

The Preliminary Plans are anticipated to include the following sheets:

- | | |
|--|------------------|
| • Cover and Legend | 2 sheets |
| • Survey Control and Right-of-Way | 1 sheet |
| • Demolition and Temporary Erosion and Sediment Control (TESC) Plans | 1 sheet |
| • TESC Details | 1 sheet |
| • Road Sections | 1 sheet |
| • Roadway Plan and Profile | 1 sheet |
| • Stream Plan and Profile | 1 sheet |
| • Stream Sections and Details | 1 sheet |
| • Preliminary Staging Plans | 3 sheets |
| • <u>Preliminary Bridge Plan</u> | <u>3 sheets</u> |
| Total: | 15 sheets |

Parametrix will prepare an updated Opinion of Cost for review by the City.

Parametrix will verify the stream survey and hydrologic, hydraulic, and scour analyses. The letter may be updated based on our review and will state the results of the analysis and recommended minimum hydraulic opening that the bridge will need to span. The letter will also propose an amount of large woody material for agency review and comment.

Parametrix will assess potential impacts to utilities and will work with City staff and utility companies to assess relocation needs.

Parametrix will assess constructability of the new bridge and will prepare staging plans to understand temporary impacts and work that will be necessary for construction of the bridge and removal of the culverts. The design assumes that 224th Avenue SE will be closed during construction.

Assumptions

- This task includes the review and minor update of deliverables provided to the City under a previous contract. No additional deliverables will be provided.
- At this stage, the project plans will note that utilities are to be done “By Others.” Parametrix assumes that the utility companies will be able to construct their installations between the girders of the proposed bridge superstructure.
- A tree preservation plan is not included in this scope of services.

Deliverables

The deliverables for this task consist of the following:

- Revised cover letter and hydraulic culvert sizing calculations in PDF format, if applicable.
- Updated Preliminary plans in PDF format.
- Updated preliminary Opinion of Cost in MS Excel format.

Task 5 – Final Design

Parametrix will complete the stream and roadway design and prepare plans, contract specifications, and Opinion of Cost for the project. Sargent Engineers (see attached proposal) will complete structural design and plans for the bridge and associated retaining walls. The plans and contract specifications will be prepared in accordance with the City’s legal boilerplate and 2021 WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*. Parametrix will prepare final design plans that incorporate permit agency review comments to the stream design (such as streambed material and large woody debris).

Approach

Final plans are anticipated to include the following sheets:

- Cover and Legend 2 sheets
- Survey Control and Right-of-Way 1 sheet
- Demolition and TESC Plans 2 sheets
- TESC Details 1 sheet
- Road Sections 1 sheet
- Roadway Plan and Profile 2 sheets
- Structural Plans (Sargent) 13 sheets
- Stream Plan, Profile, Sections Details 3 sheets
- Final Mitigation Plan 2 sheets
- Landscape Plans 2 sheets

SCOPE OF WORK (continued)

- Traffic Control Plan 3 sheets
 - Details 2 sheets
- Total: 34 sheets**

Sargent will provide final structural calculations and bridge load rating for the new bridge.

Parametrix will design details and stability/buoyancy calculations for Large Woody Debris to be included in the final design plans. Design calculations will be included in a final hydraulic design technical memorandum.

Parametrix will refine the Opinion of Cost for consistency with the final plans.

Parametrix will prepare a Stormwater Site Plan for the project.

Parametrix will incorporate the City's legal boilerplate and Public Works Contract into the contract specifications, including a Schedule of Prices based on the Bid Item List and special technical provisions as appropriate.

Assumptions

- The City will deliver the most recent legal boilerplate and Public Works Contract to Parametrix for incorporation into the contract specifications.
- Contract specifications including technical special provisions shall be based on the WSDOT Standard Specifications.
- The work included in the final design task assumes that the work required by WDFW will be limited to the area currently occupied by the existing culverts that are being replaced. Additional restoration requirements beyond the limits of the existing culverts may require additional funds to complete.
- No landscape or wetland mitigation plans, other than those required to restore the stream channel within the area of disturbance beneath the new bridge, are included in this scope of services. Regulatory or other requirements that require "off-site" mitigation will require a supplement.
- No permanent stormwater mitigation facilities are required for detention/retention and/or water quality treatment.
- The Bridge design will be based on the current WSDOT Bridge Design Manual and AASHTO LRFD Bridge Design Specifications.

Deliverables

The deliverables for this task consist of the following:

- Final plans in PDF format.
- Stormwater Site Plan in PDF format.
- Final contract specifications in PDF format.
- Final Opinion of Cost in MS Excel format.

Task 6 – Construction Support

Parametrix and Sargent Engineers will provide services during the advertisement period and during construction up to the budget amount included in the contract.

Approach

Services during the advertisement period and during construction are undefined but may include the following:

- Bid addenda.
- Responses to Requests for Information (RFIs).
- Structural submittal reviews will be provided by Sargent Engineers.
- On-site Structural Meetings and Observation.

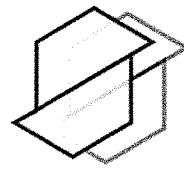
Assumptions

- The services are undefined and will be as approved by City Staff up to the task budget amount.
- Deliverables will be in electronic format.

Deliverables

The deliverables for this task consist of the following:

- Bid addenda and submittal responses in PDF format.



a s s o c i a t e d
e a r t h s c i e n c e s
i n c o r p o r a t e d

January 28, 2021
Project No. 20150546E002

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, Washington 98374

Attention: Mr. Austin Fisher

Subject: Scope of Work and Cost Proposal
Geotechnical Report Update
Covington Creek Culvert Replacement
224th Avenue SE & SE 297th Street
Black Diamond, Washington

Dear Mr. Fisher:

This letter provides Associated Earth Sciences, Inc's (AESI's) proposed scope of work and cost estimate for updating our previously completed geotechnical report for the project, "Subsurface Exploration and Geotechnical Subgrade Evaluation," dated October 12, 2016. The changes to our report will reflect the current design which now proposes a single-span bridge across Covington Creek. This proposal is based on our conversation with you, a set of preliminary plans for "Covington Creek Culvert Replacement," prepared by Parametrix, dated June 2017, and our previously completed work.

SITE AND PROJECT DESCRIPTION

The project site is located in the Lake Sawyer area of Black Diamond, where Covington Creek flows beneath 224th Avenue SE. Currently, Covington Creek flows through three pipe culverts located under 224th Avenue. AESI completed our above-referenced report to provide subsurface information and geotechnical recommendations for replacing the pipe culverts with

a single bottomless box culvert. We understand that the project now proposes a single-span concrete girder bridge to cross the creek. The bridge will be supported on either side of the creek by abutments supported by conventional shallow foundations. Wing walls will extend off both sides of each abutment.

For completion of our previous report, we completed two subsurface exploration borings near the road elevation on either side of the creek. Our explorations generally encountered 10 feet of road embankment fill, overlying 4 to 5 feet of mudflow deposits which was over dense Vashon lodgement till. Based on review of the provided plan set, our two explorations are located in the general vicinity of each end of the proposed bridge

SCOPE OF SERVICES

Our scope will include a document review of our previous report, the provided plan set, and any additional documents relevant to the project. Following our document review, we will revise our report to reflect the current design. No new subsurface explorations are proposed under this scope of work.

PROPOSED FEES

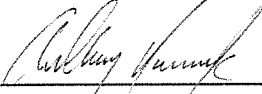
We propose to complete our above-described scope of services on a **time-and-expenses basis** in accordance with our Schedule of Charges and General Conditions attachments. A line-item breakdown of our estimated fees for basic tasks and possible additional tasks is shown below. If adverse or unforeseen conditions are encountered, we will notify the client immediately and perform no work beyond our authorized scope without the client's approval.

<u>Basic Scope Item</u>	<u>Estimated Fee</u>
Document Review	\$500
Engineering and Reporting	<u>\$1,500</u>
Total Estimated Fee.....	\$2,000


CLOSURE

We appreciate the opportunity to submit this proposal and hope that it meets your needs. If this agreement looks acceptable, please send a signed copy of this proposal, to our Kirkland office address (AESI, 911 5th Avenue, Kirkland, Washington 98033) to serve as formal authorization to proceed. If you have any questions, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington



Anthony W. Romanick, P.E.
Senior Engineer



Matthew A. Miller P.E.
Principal Engineer

~~The undersigned has reviewed and accepts the attached General Conditions.~~

Client Date
Authorized Representative Signature

Client (please print name)

Attachments: Schedule of Charges/~~General Conditions~~

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).
Please provide the appropriate email address here:

Effective January 2020

ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, Scientists, and Technicians

Sr. Principal.....	\$235.00/hour
Principal.....	\$205.00/hour
Sr. Associate	\$180.00/hour
Associate	\$170.00/hour
Senior	\$160.00/hour
Sr. Project	\$150.00/hour
Project	\$135.00/hour
Sr. Staff	\$115.00/hour
Staff	\$95.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

Other Personnel and Disbursement Charges

CAD Operator and Workstation	\$105.00/hour
Geographic Information Services (GIS).....	\$105.00/hour
Prints – Sizes A and B.....	\$3.00/each
Prints – Sizes C, D, E, and F.....	\$6.00/each
Project Assistant.....	\$80.00/hour
Laboratory Technician	\$95.00/hour
Clerical, Word Processing, etc.	\$65.00/hour
Mileage.....	Federal Reimbursable Rate + 15%
Per Diem.....	To be established on a project basis
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Water Level Data Logger	\$60.00/month
Barometer Data Logger	\$40.00/month

Laboratory Charges

Atterberg Limit	\$140.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM:D2434-68)	\$400.00/test
Direct Shear	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$120.00
Fractured Face Count (AASHTO T-335).....	\$100.00/test
Hydrometer	\$210.00/test
Moisture Content	\$25.00/test
Organic Content	\$75.00/test
Percent Passing #200.....	\$105.00/test
Permeability (Falling Head)	\$250.00/test
Proctor ASTM:D-1557 and ASTM:D-698.....	\$255.00/test
Sand Equivalent.....	\$115.00/test
Sieve with Wash #200	\$200.00/test
Specific Gravity + #4	\$125.00/test
Specific Gravity - #4	\$150.00/test
Unit Weight	\$80.00/test
Void Ratio	\$125.00/test

Other laboratory tests and equipment rental will be provided on a per job basis.



MEMORANDUM

To: Austin Fisher, Parametrix
From: Austin Jenkins
Date: February 12, 2021
Re: Archaeological Survey: Covington Creek Culvert Replacement
City of Black Diamond, Washington

The City of Black Diamond proposes to replace existing culverts carrying 224th Avenue SE over Covington Creek near SE 297th Street with a single-span precast concrete girder bridge (Project). Other Project activities include the following: removing existing pavement within 120 to 140 feet of the existing culverts, relocating utilities, excavating within existing road embankment, bank shaping, consolidating access (Bertsch property), constructing streambed, and construction easements (see Exhibit A). Project activities below the Ordinary High Water Mark will require permitting by the US Army Corps of Engineers (Corps) requiring consideration of potential impacts to cultural resources pursuant to Section 106 of the National Historic Preservation Act.

The Washington State Department of Archaeology and Historic Preservation's (DAHP) Statewide Predictive Model classifies the Project location as low to moderate probability to contain archaeological resources. While geotechnical exploration revealed occurrence of fill to approximately 10 feet below ground surface, the condition of sediments away from the existing road and within proposed construction easements and bank shaping is unknown. Based on the Project information provided by Parametrix, Inc. (Parametrix), Willamette Cultural Resources Associates, LTD (WillametteCRA) proposes the following to meet Section 106 obligations.

Approach

The archaeological survey will begin with WillametteCRA coordinating with Parametrix to define a recommended Area of Potential Effects (APE) based on known construction activities and needs. WillametteCRA will begin historical and background research on the APE and recorded cultural resources in the vicinity. WillametteCRA anticipates reaching out to Tribal staff prior to initiating fieldwork and affording Tribes the opportunity to provide information on the APE and to comment on the proposed methodology of the archaeological survey. Fieldwork is anticipated to require two non-sequential days, and a draft report will then be provided to Parametrix for review. Upon receiving comments, WillametteCRA will provide Parametrix with a final report for distribution to the Corps who will then submit the report and its findings to DAHP and affected Tribes. Additional details are provided in the following Scope of Work.

Scope of Work

Our proposed scope of work consists of the following tasks:

1. Mobilization, Research & Technical Coordination with Tribes: WillametteCRA staff will coordinate with Parametrix to define the recommended APE used for the investigation. Our preliminary assumption is the APE will consist of all areas of pavement removal, utilities relocation, excavation, bank shaping, streambed construction, staging and maneuvering. We will complete research into the APE's history, past cultural resources surveys and recorded sites within at least one mile of the APE. WillametteCRA will contact representatives of the Puyallup Tribe of Indians, Suquamish Tribe, Tulalip Tribes, Muckleshoot Indian Tribe, and Snoqualmie Indian Tribe. Specifically, WillametteCRA will solicit comment on the proposed survey methodology and for any information representatives are willing to share regarding the potential properties that may be identified within the APE. After allowing for time for Tribal staff to comment, the Principal Investigator will mark the APE for a utility locate request and complete a preliminary visual inspection prior to ground disturbing activities onsite as part of this task.

Assumptions:

- i. No meetings with potentially affected Tribes will be requested.
- ii. Construction easements shown west and east of the bridge are assumed to be sites of staging, maneuvering and other disturbance.
- iii. Right of entry to the following properties will be secured by Parametrix: 29725 224th Ave SE (Mike & Joan Bertsch), 22407 SE 297th St (Ken Dooley), 29722 224th Ave SE (Colleen Boyle)

2. Archaeological Fieldwork: If the preliminary visual inspection and research indicate that subsurface testing is necessary, WillametteCRA staff will complete systematic subsurface testing within the recommended APE. The survey is anticipated to require up to 4 shovel probes to be hand excavated with sediments screened through ¼" mesh. If any artifacts are observed, they will be documented, photographed, and returned to their respective probe before backfilling. We estimate this task will take one-person up to one day to complete.

Assumptions:

- i. No structures over 50 years old are present that would require the preparation of Historic Property Inventory forms.
- ii. No in-person meetings will be necessary.
- iii. No extensive overburden or transported sediments requiring removal are present within the Project Area, other than road embankment fill.
- iv. If any archaeological sites or isolated artifacts are identified, then a contract amendment will provide for delineation, analysis, recordation, or evaluation.

3. Reporting: WillametteCRA will develop a report meeting DAHP standards. This report will describe the APE, the natural and cultural setting of its vicinity, the methods and results of the research, outreach to Tribes and field survey, and it will provide any recommendations regarding management of cultural resources. One internal draft will be prepared and submitted to Parametrix for review to ensure accuracy of project information as conveyed in the report. The

final draft will be submitted to Parametrix, who will then provide the document to the Corps. WillametteCRA will not upload the report to DAHP's WISAARD application or distribute the final report for comment by DAHP or Tribes. All deliverables will be submitted electronically, with the draft in MS Word format and the final in Adobe's PDF format. The final will be intended to be formally distributed by the Corps.

4. **Project Management:** Austin Jenkins, the WillametteCRA Principal Investigator, will provide project oversight, ensure adequate staffing, and serve as a primary contact to Parametrix. WillametteCRA will provide timely communications regarding project timeline, provide interim results of the survey, oversee project delivery and provide invoicing.

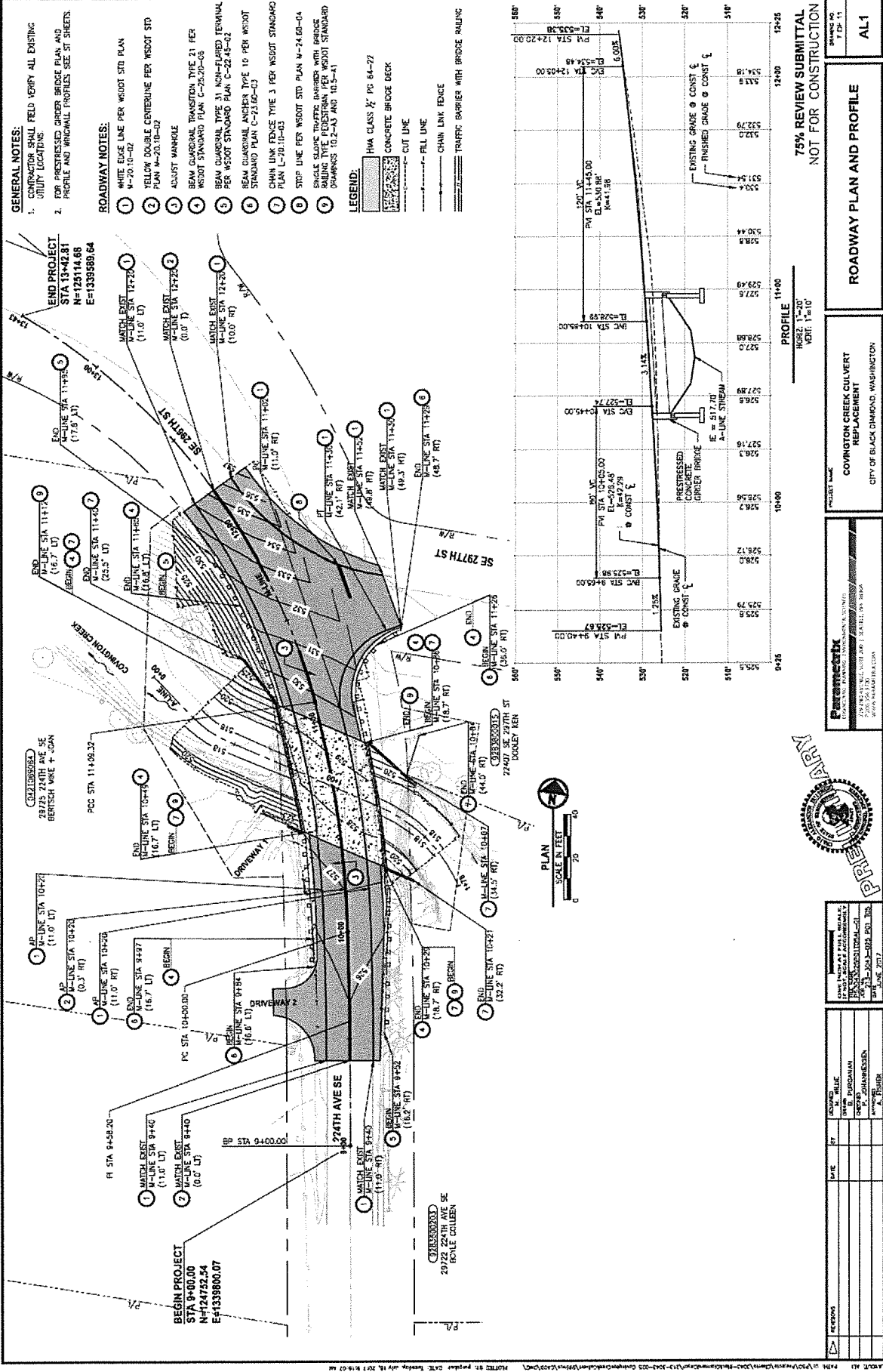
Cost Proposal

Fees associated with the tasks defined above are \$4,865.00. The cost proposal assumes no archaeological resources or isolated artifacts will be identified. The proposal also assumes that ground disturbance will be limited to the improvements and easements depicted in the plans provided (see Exhibit A). Due to the COVID pandemic, all WillametteCRA staff must travel separately.

If the Project is changed or the APE needs to be expanded beyond depicted improvements or easements, or any of the assumptions above are found to be incorrect, then additional tasks and level of effort may be needed under a contract amendment to complete the investigation. Additional investigation not defined in the above tasks will not be undertaken without prior written authorization from Parametrix.

Schedule

WillametteCRA will begin mobilization tasks upon Notice to Proceed. We intend to complete work onsite over two non-sequential days. A brief update will be provided by email upon completion of the investigation and a draft formal report will be delivered within three weeks of fieldwork completion, unless archaeological sites are identified.



CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LOCATIONS.

DATE: _____

BY: _____

DATE: _____

BY: _____

75% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION

ROADWAY PLAN AND PROFILE

COVINGTON CREEK CULVERT
REPLACEMENT
CITY OF BLACK DIAMOND, WASHINGTON

Parsons
2000 140th Avenue SW
Burien, WA 98148
www.parsons.com



CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LOCATIONS.

DATE: _____

BY: _____

DATE: _____

BY: _____

AL1



Covington Creek Culvert Replacement
Structural Engineering, Plans, Specifications, and Estimate
Scope of Work

Sargent Engineers (SEI) will prepare the structural design of the single-span precast girder bridge, bridge abutments, and wingwalls or retaining walls based on the geometric layout provided by Parametrix (PMX). SEI will prepare the bridge plans, technical specifications, and bridge quantities for PMX to include in the overall construction documents. SEI will assist with construction services, and will prepare a bridge load rating once construction is substantially complete.

PMX Responsibilities:

- 1) Project coordination.
- 2) Provide geometric layout of bridge and wingwalls/retaining walls.
- 3) Provide geotechnical data needed for designing foundations and retaining walls.

SEI (Subconsultant) Responsibilities:

- 1) Prepare structural design of bridge deck, girders, bearings, abutments, and wingwalls/retaining walls.
- 2) Prepare structural plans of the bridge. Sheets are expected to include:
 - a. Bridge Layout
 - b. Foundation Sheet
 - c. (2) Abutment Layout Sheets
 - d. Abutment Details Sheet
 - e. (2) Abutment Retaining Wall Sheets
 - f. Framing Plan
 - g. Deck Reinforcing Sheet
 - h. Girder Sheet
 - i. Girder Details Sheet
 - j. Barrier Sheet
 - k. Bar List
- 3) Prepare WSDOT General Special Provisions for bridge items.
- 4) Prepare quantities and cost estimates for the bridge items.
- 5) Coordinate with PMX team, attend up to three design review meetings, submit monthly invoices to PMX.
- 6) Assist with submittal review, RFIs, and up to three site visits during construction.
- 7) Prepare bridge load rating.

Assumptions:

- 1) The bridge plans, quantities, cost estimates, and special provisions will be submitted to PMX at the 60%, 90%, and final design stages, with review comments addressed at each stage.
- 2) Stamped structural calculations will be provided at the final design stage.
- 3) Stamped bridge load rating summary sheet and calculations will be provided following bridge construction.

Deliverables:

- 1) 60%, 90%, and final bridge plans in PDF.
- 2) Bridge special provisions in Word format, including runlist.
- 3) Structural quantities and costs in Excel format.
- 4) Stamped structural calculations in PDF.
- 5) Stamped bridge load rating in PDF.



Covington Creek Culvert Replacement - Bridge Design

Structural Engineering Services Estimate

	Principal Rate:	Senior Project Engineer	Project Engineer	Design Engineer	Task Cost
	\$185.00	\$145.00	\$134.00	\$94.00	
60% Design					
1. Coordination	16				\$2,960
2. Structural Design			60		\$8,040
3. Structural Plans			24	216	\$23,520
4. Technical Specifications			16		\$2,144
5. Bridge Quantities				8	\$752
Subtotal	16	0	100	224	\$37,416
Direct Costs					
Mileage	\$0.00				
Subconsultants	\$0.00				
Total Direct Costs					\$0
Total for 60% Design					\$37,416
90% Design					
1. Coordination	16				\$2,960
2. Structural Design		60			\$8,700
3. Structural Plans		40		48	\$10,312
4. Technical Specifications		8			\$1,160
5. Bridge Quantities			8		\$1,072
7. Client Meetings (2 virtual, 1 in-person)	10				\$1,850
Subtotal	26	108	8	48	\$26,054
Direct Costs					
Mileage	\$72.00				
Subconsultants	\$0.00				
Total Direct Costs					\$72
Total for 90% Design					\$26,126



Covington Creek Culvert Replacement - Bridge Design

Structural Engineering Services Estimate

		Senior Project Engineer	Project Engineer	Design Engineer	Task Cost
Rate:	\$185.00	\$145.00	\$134.00	\$94.00	
Final Design					
1. Coordination	8				\$1,480
2. Minor Revisions			8	16	\$2,576
3. Final Documents			4	8	\$1,288
Subtotal	8	0	12	24	\$5,344
Direct Costs					
Mileage	\$0.00				
Subconsultants	\$0.00				
Total Direct Costs					\$0
Total for Final Design					\$5,344
Construction Services					
1. Coordination	2				\$370
2. Review RFIs			24		\$3,216
3. Review Submittals			24		\$3,216
4. Site Visits (3, incl. report)			16		\$2,144
5. Bridge Load Rating		2	6		\$1,094
Subtotal	2	2	70	0	\$10,040
Direct Costs					
Mileage	\$216.00				
Subconsultants	\$0.00				
Total Direct Costs					\$216
Total for Construction Services					\$10,256
Total Structural Services					\$79,142

Exhibit B

**City of Black Diamond
Covington Creek Culverts Replacement
Budget Estimate**

Task	SubTask	Description	Burdened Rates:		Jens R. Swenson	Austin Fisher	Michael L. Hall	Jeffrey L. Coop	Christy Pope	Craig A. Buitrago	Butch R. Purganan	Alvin R. Valencia	Michael S. Pheips	Steven N. Sharpe	Jared M. Kemnitz	Joseph R. Merth	Katheryn Seckel	Chad L. Tinsley	Joshua M. Kelly	Sarah R. Rife	Trey J. Parry	Josh A. Wozniak	Becky J. Taylor	Kaylee M. Moser	Steve R. Krueger	Jingling Lu	Clara J. Dubow	Kassie N. Winters	Hilda Lovasz	
			Labor Dollars	Labor Hours	Sr Planner	Regional Division Manager	Sr Scientist/Biologist	Sr Engineer	Sr Project Control Specialist	Sr Engineer	Designer IV	Designer IV	EP&C Division Manager	Technical Lead	Survey Supervisor	Sr Consultant	Planner IV	Sr GIS Analyst	Surveyor II	Engineer III	Scientist/Biologist III	Sr Scientist/Biologist	Publications Specialist II	Scientist/Biologist III	Sr Scientist/Biologist	Engineer IV	Engineer III	Project Accountant	Engineer III	
01		Project Management & Quality Assurance/Quality Control	\$13,910.00	79		32		32																						
	0101	Project Management & Quality Assurance/Quality Control	\$13,910.00	79		32		32																						
03		Permitting	\$70,170.00	414	12	8	142		12	14			34	8	4		16	20	10		76	12	16	22	8					
	0301	COBD Sensitive Areas Ordinance	\$13,830.00	90	12	2				6			2	8	4			4	10			28	4		10					
	0302	COBD Shoreline Master Program Exemption	\$800.00	4			2						2																	
	0303	WDFW Permitting-Hydraulic Proj Approval	\$8,810.00	46		4	36		4				2																	
	0304	Federal Permitting-Nationwide	\$26,090.00	142		2	100		8	8			8					8												
	0305	SEPA	\$4,240.00	24			4						4				16													
	0306	King County Critical Area Report	\$16,400.00	108									16					8			48	8	16	12						
04		Design Confirmation	\$58,280.00	334		20		10		48		40			40					70							66		40	
	0401	Preliminary Bridge Plan	\$18,400.00	104							40				24														40	
	0402	Update Preliminary Plans	\$13,240.00	84			4		16											24							40		40	
	0403	Utility Coordination	\$6,320.00	32			12		12																		8			
	0404	Preliminary Cons Staging	\$6,620.00	32		8									12												12			
	0405	Update Hydraulic Tech Memo	\$10,180.00	62				6	16											40										
	0406	Update Preliminary Opinion of Cost	\$3,520.00	20				4							4					6							6			
05		Final Design	\$100,060.00	614		20		12		52					50					92			48				60	256	24	
	0501	Final Civil & Stream Mitigation Plans	\$45,120.00	292				12		40										80									160	
	0502	60% Bridge Plans QC	\$7,500.00	36											16														20	
	0503	Final Bridge Plans QC	\$13,000.00	64											24														40	
	0505	Final Opinion of Cost	\$9,630.00	60					6						6					12							12		24	
	0506	Final Stormwater Site Plan	\$11,560.00	80		4																					16		60	
	0507	Final Contract Specifications	\$13,250.00	82				16	6						4								32					24		
06		Construction Support	\$10,000.00	48		20			8						8													12		
	0601	Bid Support	\$3,440.00	16		8			8																					
	0602	Construction Support	\$6,560.00	32		12									8													12		
Labor Totals:			\$252,420.00	1,489	12	100	142	22	32	120	14	40	34	8	4	98	16	20	10	162	76	12	69	22	8	60	334	10	64	
Totals:			\$252,420.00		\$2,220.00	\$23,500.00	\$26,270.00	\$4,620.00	\$4,640.00	\$23,400.00	\$2,310.00	\$6,600.00	\$7,310.00	\$1,120.00	\$760.00	\$24,500.00	\$2,640.00	\$2,600.00	\$1,200.00	\$23,490.00	\$10,640.00	\$2,400.00	\$8,280.00	\$3,080.00	\$1,480.00	\$10,500.00	\$48,430.00	\$1,150.00	\$9,280.00	

Note: A 5% markup is added to subconsult fees to cover administrative costs and B&O taxes.

Subconsultants	
Associated Earth Sciences Inc	\$2,100.00
Sargent Engineers Inc	\$83,099.10
Willamette Cultural Resource	\$5,108.25
Subconsultants Total:	\$90,307.35

Other Direct Expenses	
Other Direct Costs	\$3,500.65
Other Direct Expenses Total:	\$3,500.65

Project Total \$346,228.00