

RESOLUTION NO. 14-926

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

**WHEREAS**, the City of Black Diamond is in need of design services for the North Commercial and SR 169 Storm water Treatment Facility project; and

**WHEREAS**, the City received a grant from the Washington State Department of Ecology in the amount of \$120,000 for the design of this project; and

**WHEREAS**, the City has previously selected Parametrix to provide transportation and storm water related consulting services to the City; and

**WHEREAS**, the City has identified the North Commercial and SR 169 Storm water Treatment Pond project in the 2014 budget; and

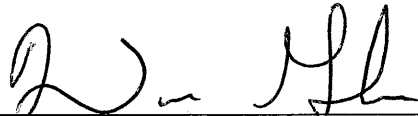
**WHEREAS**, Parametrix has the expertise and experience to provide the City with the design services necessary for this project;

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

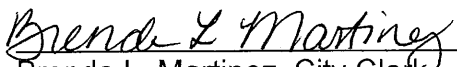
**Section 1.** The Mayor is hereby authorized to execute a professional services agreement, substantially in the form as approved by the City attorney, with Parametrix for an amount not to exceed \$125,790.71. Any changes to the professional services agreement, and its attachments and exhibits, will be further reviewed by the City Attorney prior to execution by the Mayor.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated February 6, 2014 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-886-5711 Fax : 360-886-2592

and

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

Contact: Austin Fisher Phone: 253604-6600 Fax: 2536046799

Tax Id No.: 91-0944810

for professional services in connection with the

**North Commercial and SR 169 Stormwater Treatment Pond Project.**

### TERMS AND CONDITIONS

#### 1. **Services by Consultant**

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work Exhibit "A" in a timely manner with the goal to be ready to submit a complete work product to the Department of Ecology by June 30, 2014. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

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

2.3 Consultant is authorized to proceed with services upon execution of this agreement.

**3. Compensation**

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$125,790.71 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

**4. Payment**

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

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

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

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

**5. Discrimination and Compliance with Laws**

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

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

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

**6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

**7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. . Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no

third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

## **8. Ownership of Work Product**

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

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

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

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall indemnify, and hold the City, its officers, officials, and employees harmless from all reasonable claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the concurrent negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the city, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

**11. Assigning or Subcontracting**

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

**12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

**13. Notice**

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

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

With a copy to: City Attorney  
City of Black Diamond  
PO BOX 599  
Black Diamond WA 98010  
Fax - 360-886-2592

Consultant: Parametrix, Inc.  
1019 34th Ave. SE, Ste 100  
Anyallup WA 98374  
Fax: 2536016799

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his/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.

**17. Extent of Agreement/Modification**

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

**18. Conflict of Interest; Non-Collusion**

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

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



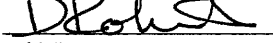
CITY OF BLACK DIAMOND

By:   
Dave Gordon

Its: Mayor

Date: \_\_\_\_\_

CONSULTANT

By:   
Printed Name: DAVID ROBERTS

Its: SR. CONSULTANT

Date: 2/20/2014

Attest:

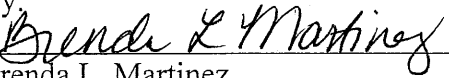
By:   
Brenda L. Martinez  
City Clerk

EXHIBIT 'A'  
SCOPE OF WORK

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**City of Black Diamond**  
**2013 – 2015 Municipal Stormwater Capacity Grant**  
**Ginder Creek Basin Water Quality Improvements**

**GOALS AND OBJECTIVES**

The goals and objectives of this Scope of Work include:

- Prepare a design report demonstrating the existing basin conditions, water quality treatment alternatives, treatment objectives, and post-construction basin conditions to meet the requirements of the funding grant agreement.
- Prepare plans, specifications, and an opinion of probable cost for the construction of water quality treatment best management practices and storm sewer interceptor main for the Ginder Creek Basin.

**PHASE 1 – GINDER CREEK WATER QUALITY IMPROVEMENTS**

**TASK 1 – PROJECT MANAGEMENT AND QA/QC**

**Goal**

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

**Approach**

The approach to Task 1 includes:

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

## EXHIBIT 'A'

### 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 versus scheduled progress.
  - Narrative to define unanticipated issues, responsive action requirements by Parametrix.
- Additional progress reports or identification of unanticipated issues as needed.
- Independent quality reviews of all project deliverables.

### Assumptions

Permits and/or critical areas studies are not included in the current scope or budget estimate, but may be provided in the future as additional services.

## TASK 2 – SURVEY

### Goal

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

### Approach

#### *2.1 Mapping*

Parametrix will perform topographic mapping along Right of Way (ROW) of Roberts Drive from the Ginder Creek culvert west to a point 50 feet past the water quality mitigation site. The mitigation site, also known as Lot 2 of City of Black Diamond Short Plat 8616-002 (an 8 acres site) will be mapped up to the westerly ordinary high water mark of Ginder Creek. In addition to Roberts Drive and Lot 2, mapping will be performed along the easterly half of Black Diamond – Renton Highway ROW; beginning at the easterly extension of the south line of the Black Diamond Community Center parcel and continuing northerly approximately 700 feet. Mapping limits will include surface features, improvements and buried utilities as located by others within said parcel and said ROW's.

#### *2.2 AutoCAD Base Map Preparation*

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

Parametrix will show the existing (ROW) for the project corridor and parcel lines for the water quality mitigation site on the base map based on public records, deed descriptions, and the relationship with existing surveyed monuments.

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

## EXHIBIT 'A'

### Deliverables

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

### Assumptions

Following are the assumptions for Task 2:

- The City will identify and flag all sensitive areas and the ordinary high water mark of Ginder Creek within the project limits prior to Parametrix survey crews visiting the site.
- The City will provide topographic survey data and mapping for Roberts Drive east of Ginder Creek and SR 169 within the project limits.
- City will obtain all easements and or ROW necessary for the project.

## TASK 3 – DESIGN REPORT

### Goal

To develop a design report consistent with a stormwater site plan according to the 2012 Ecology Stormwater Management Manual for Western Washington. The design report is required for compliance with the grant agreement.

### Approach

Parametrix will complete a draft design report for review by the City prior to finalizing the design report for delivery to Ecology for review and approval. The design report will contain the design assumptions used and supporting calculations for the water quality treatment BMP, conveyance system, and TESC BMPs. The design report will be based on applicable criteria of the 2012 Department of Ecology Surface Water Design Manual.

### Deliverables

The deliverables for Task 3 include:

- Electronic (PDF) copy of the Draft Design Report for review by the City.
- Five (5) copies of the Final Design Report and Electronic (PDF) copy.

## EXHIBIT 'A'

### Assumptions

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The City will provide soil characterization and infiltration rates as applicable.
- Comments received on the DRAFT Design Report will be incorporated into the Final Design Report.

### TASK 4 – 90% PLANS, SPECIFICATIONS, AND ESTIMATE

#### Goal

To prepare 90% design level plans, contract documents and opinion of cost for review by the City and Ecology.

#### Approach

Parametrix will prepare 90% plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets)
- Details (2 Sheets)
- Alignment and Site Plan (2 Sheets)
- Temporary Erosion and Sediment Control (TESC) and Demolition Plans (4 Sheets)
- Storm Sewer Plan and Profile (7 Sheets)
- Water Quality BMP Plans (3 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.

#### Deliverables

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City and Ecology.
- Three (3) copies of conformed 90% Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the 90% opinion of cost (MS Excel format).

## EXHIBIT 'A'

### Assumptions

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The 90% opinion of probable cost will be delivered to the City in electronic format (MS Excel).
- The 90% plans and contract specifications will be reviewed by the City and Ecology. Comments will be incorporated into a conformed 90% submittal.

### TASK 5 – CULTURAL RESOURCES

#### Goal

To prepare a cultural resources report to satisfy Executive Order 05-05 to preserve historic and cultural resources as mandated by the grant agreement.

#### Approach

Parametrix will contract with Cultural Resource Consultants to provide an area of potential effect and subsequent report to satisfy this grant requirement.

A copy of the scope and fee estimate for CRC's services is enclosed with this proposal.

### PHASE 2 – TRAIL & GINDER CREEK SURVEY

#### TASK 21 – TRAIL & GINDER CREEK SURVEY

#### Goal

To prepare a base map for use by others to prepare a critical area report and for the future design of a trail.

#### Approach

Parametrix surveyors will establish horizontal and vertical control and map the westerly 25 feet of Lot 1 as shown on City of Black Diamond Short Plat 83-020. Mapping will continue northerly into the City's parcel with the easterly limits defined as the prolongation of the east line of the aforementioned 25 foot strip to its intersection with the easterly extension of the northerly line of Tax Parcel No. 142106-9204. The westerly limits are defined by the west boundary of City's parcel. In addition to the topographic mapping, surveyors will locate wetland flagging and the Ordinary High Water marks (as established by others) along both sides of Ginder Creek within the above describe Lot 1, and only the westerly side within that portion of the City's parcel.

### Assumptions

- Horizontal datum : Washington State Plane Coordinates, North Zone NAD 83/2012 per WSRN.

## EXHIBIT 'A'

- Vertical datum: NAVD 88 as defined by the WSRN.
- Right of Access to the above referenced Lot 1 will be the responsibility of the City and authorization will be granted prior to starting field work.
- It is anticipated that wetlands may exist within the above described areas. Parametrix will tie the flags as part of this scope with the assumption that the amount of flags will be limited to 25.
- Boundary lines will be established base upon record drawings and available control. If control is not available, and additional work is required, Parametrix will consult with the City prior to any additional work.

### **Deliverables**

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

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**END OF PROPOSAL**

Phase	Task	Description	Labor Dollars	Labor Hours	Consultant	Engineer I	Engineer II	Sr Engineer	Project Controls Specialist	Publications Specialist II	Supervisor	Sr Surveyor	Surveyor III	Surveyor II	Surveyor I	Project Accountant
			\$205.00		\$100.00	\$155.00	\$110.00	\$82.84	\$107.28	\$145.00	\$105.00	\$85.00	\$85.00	\$86.13		
01		Ginder Creek WQ Imp	\$108,160.08	909	166	460	20	16	10	16	64	32	32	4		
01	01	Project Management & QA/QC	\$9,495.04	59	24	8	20	8	3	8				4		
		Progress Reports (6)	\$3,113.04	23	8			8	3							
		Coordination	\$2,460.00	12	12											
		QA/QC	\$3,920.00	24	4		20									
		Design Report	\$1,650.00	10	2		8									
		90% PS&E	\$2,270.00	14	2		12									
01	02	Mapping	\$14,480.00	144												
		Field Work - Road	\$4,880.00	48												
		Field Work - Site	\$4,560.00	48												
		Drafting/Processing	\$2,720.00	32												
		ROW/Parcel Lines	\$2,320.00	16												
01	03	Design Report	\$20,185.68	178	28	112	2		4	16	64	32	32			
		DRAFT Design Report	\$14,302.72	126	20	80	24		2							
		Final Design Report	\$5,882.96	52	8	32			10							
01	04	90% PS&E	\$64,001.36	528	114	348	8	8	52	6						
		90% Plans	\$64,001.36	528	114	348	8	8	52	6						
		Cover Sheet & Legend (2)	\$1,210.00	10	2	8										
		Details (2)	\$3,220.00	28	4	24										
		Alignment & Site Plan (2)	\$2,420.00	20	4	16										
		YESC & Demo Plans (4)	\$4,020.00	36	4	32										
		Storm Sewer Plan/Profile (7)	\$18,100.00	160	20	140										
		WQ BMP Plans(3)	\$9,280.00	76	16	60										
		90% Contract Specifications	\$12,782.72	92	40	4		4	40							
		90% Opinion of Cost	\$4,040.00	32	8	24										
		90% Coformed Submittal	\$8,928.64	74	16	40		4	12							
02	21	Trail & Ginder Creek Survey	\$6,400.00	64												
		Trail & Ginder Creek Survey	\$6,400.00	64												
		Field Work	\$4,560.00	48												
		Prepare Base Map	\$680.00	8												
		Establish Parcel Lines	\$1,160.00	8												
<b>Labor Totals:</b>			<b>\$114,560.08</b>	<b>973</b>	<b>166</b>	<b>460</b>	<b>20</b>	<b>16</b>	<b>89</b>	<b>10</b>	<b>24</b>	<b>88</b>	<b>56</b>	<b>40</b>	<b>4</b>	
			<b>\$34,050.00</b>	<b>\$46,000.00</b>	<b>\$3,100.00</b>	<b>\$1,760.00</b>	<b>\$1,760.00</b>	<b>\$7,372.76</b>	<b>\$1,072.80</b>	<b>\$3,480.00</b>	<b>\$9,240.00</b>	<b>\$4,760.00</b>	<b>\$3,400.00</b>	<b>\$344.52</b>		

**SUBCONSULTANTS**

Subconsultant Name	Amount
Applied Professional Services Inc	\$1,408.00
Cultural Resource Consultants, Inc.	\$4,290.00
<b>Subconsultant Total:</b>	<b>\$5,698.00</b>

**DIRECT EXPENSES:**

Description	Amount
B & W 8.5 x 11	\$520.00
B & W 11 x 17	\$273.00
Mileage	\$409.63
WA Survey Equipment	\$630.00
WA Survey Vehicle	\$3,700.00
<b>Expense Total:</b>	<b>\$5,532.63</b>

**Project Total:**

**\$125,790.71**

**BUDGET SUMMARY:**

Phase	Labor Cost	Subconsultants	Direct Expenses	Phase Total:
Phase 1	\$108,160.08	\$5,698.00	\$5,162.00	<b>\$119,020.08</b>
Phase 2	\$6,400.00	\$0.00	\$370.63	<b>\$6,770.63</b>





Cultural Resource Consultants, Inc.

## Project Scope and Fee Agreement

### Client Information

Company	Phone	Fax	website
<b>Black Diamond Ginger Creek Basin Water Quality Improvements</b>	<b>253-604-6747</b>	<b>fax: 253-826-2873</b>	
Mailing Address	City	State	Zip
<b>1002 15th St Sw</b>	<b>Auburn</b>	<b>WA</b>	<b>98001</b>

### Project Manager Information

Name	Direct Line	Cell	Email
<b>Austin Fisher</b>	<b>253-604-6747</b>		<b>afisher@parametrix.com</b>

### Project Information

Project Title	Client Project Number	CRC Project Number		
<b>Parametrix, Inc.</b>		<b>1401G</b>		
Project Location	City			
<b>Roberts Drive</b>	<b>Black Diamond</b>			
Section	Township	Range	County	Total Project Area
			<b>King</b>	<b>0</b>

### Project Schedule

#### Anticipated Completion Date:

**Feb - June 2014**

CRC anticipates completion of field investigation within 30 days of this signed contract. A final report will be submitted within 30 days of fieldwork completion.

## Project Description

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Parametrix, Inc, on behalf of the City of Black Diamond, is requesting a cultural resources assessment prior to excavations associated with their pipeline replacement project located in Black Diamond. The project will construction a storm sewer interceptor main from SR 169 at Roberts Drive to the project site off Roberts Drive and adjacent to Ginder Creek. It will involve approximately 3,000 linear feet of pipe for new and replacement lines and approximately 2 acres for a water quality site near Ginder creek.

## Project Assumptions

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- \* This scope and budget is based upon information provided on 09 January 2014. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- \* This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no more than ten (10) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- \* This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- \* This scope assumes that no meetings with clients and/or stakeholders will be required.
- \* This scope assumes that project proponents can provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.
- \* This scope assumes that all relevant project information, prior reports including geotechnical reports, design plans and project maps will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- \* If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- \* Due to recent changes in Washington State Law (RCW 19.122), this budget assumes the client will provide utility locator services prior to CRC field investigations.
- \* CRC assumes our report will be submitted to DAHP (cover page provided; however, the client should include their own cover letter requesting review) within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.

\* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

## **Project Deliverables**

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CRC will provide the following project components as part of this cultural resources assessment.

### **Task 1 - Background Research**

CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area.

### **Task 2 - Tribal Contact**

CRC will contact the cultural resources staff of tribes that may have an interest in the project area.

### **Task 3 - Field Identification**

CRC will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

### **Task 4 - Documentation of Findings**

CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

### **Task 5 - Cultural Resources Assessment Report**

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically and on a CD. Print copies will be provided upon request.

**Project Fee**

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*Please Note: The time frame and fee for services quote is valid for 60 days.*

The fee for services described above is anticipated to be less than        \$        3,900.00

*The cost for this project is based upon information we have received to date.*

Payment for work completed is typically due upon receipt of invoice and/or report. Will you require any additional documentation prior to processing the invoice for work completed on this project?

\_\_\_ Subconsultant Agreement

\_\_\_ Certificate of Insurance

\_\_\_ W-9 Information

**Parametrix, Inc.**

Austin Fisher  
1002 15th St Sw  
Auburn, WA 98001

**Cultural Resource Consultants, Inc.**

Glenn Hartmann  
PO Box 10668  
Bainbridge Island, WA 98110

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Name/Title:

Glenn D. Hartmann,

\_\_\_\_\_

President/Principal Investigator

Date: \_\_\_\_\_

Date: \_\_\_\_\_