

RESOLUTION NO. 07-432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE CONSULTANT SERVICES AGREEMENT BETWEEN ANCHOR ENVIRONMENTAL LLC. AND THE CITY OF BLACK DIAMOND


WHEREAS, the City has determined that Lake Sawyer Boat Launch Ramp needs improvements; and

WHEREAS, the City has determined that it does not have sufficient staff to meet the required commitment and deems it desirable to engage the assistance of a Consultant to provide the necessary services for the project; and

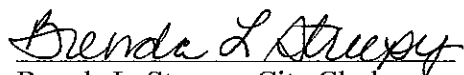
WHEREAS, the City has selected Anchor Environmental LLC team to furnish consulting services to the City, and the Consultant is qualified, wiling and able to perform the necessary consulting services on the project; now, therefore

BE IT RESOLVED that the Mayor is hereby authorized to execute the Consultant Services Agreement, substantially in the form attached as Exhibit A;

ADOPTED by the City Council at an open public meeting held on the 5th day of April, 2007.

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 5<sup>th</sup> day of April 2007, by and between

CITY OF BLACK DIAMOND, WASHINGTON ("CITY")

25510 Lawson Street

Black Diamond, WA 98010

Contact: Rick Luther Phone: 360-886-2560

Fax : 360-886-2592

and

Anchor Environmental L.L.C.

~~222 Grand Avenue, Suite A~~ 1423 3rd AVENUE, SUITE 300  
~~Bellingham, WA 98225~~ SEATTLE, WA 98101 GSOB

for professional services in connection with the following Project:

Lake Sawyer Boat Launch Improvements

### TERMS AND CONDITIONS

#### 1. Services by Consultant

- A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.
- B. 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 the Agreement.

#### 2. Schedule of Work

- A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." Each phase shall be completed within the amount of time listed in Exhibit A, with the time to commence for Phase I upon the receipt of the Notice to Proceed. Each subsequent phase shall be commenced no later than the conclusion of the subsequent phase, but, in any event, all phases shall be completed, and the producibles delivered no later than ninety-one (91) days from the date of the Notice to Proceed.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

#### 3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed 14,264 unless the scope of work is expanded in writing by the City and the dollar amount of the increase is agreed to in writing before the work is commenced. All

work set forth in Exhibit A shall be performed for no more than \$14,264, regardless of the number of hours it may take the Consultant to satisfactorily complete the Scope of Work.

**4. Payment**

- A. 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.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- C. 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. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

**5. Discrimination and Compliance with Laws**

- A. 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.
- B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

**6. Term and Termination of Agreement**

- A. This Agreement shall remain in effect until completion of the services described in Exhibit A and final payment therefor.
- B. This Agreement may be terminated by the City at any time without cause, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant

shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination.

**7. Standard of Care**

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 provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**8. Ownership of Work Product**

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

**9. Indemnification/Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of Consultant, its officers, agents or employees.

**10. Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, 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 the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. 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.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City

shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### D. Acceptability of Insurers

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

#### E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

### 11. Assigning or Subcontracting

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 can be withheld in the City's sole discretion.

**12. Independent Contractor**

Consultant is and shall be at all times during the term of this Agreement an independent contractor.

**13. Notice**

Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Rick Luther  
City Administrator  
25510 Lawson Street  
Black Diamond, WA 98010

Phone: 360 886-2560  
Fax: 360 886-2592

Anchor Environmental, L.L.C.  
~~222 Grand Avenue, Suite A~~ 1423 3rd Avenue, Suite 300  
~~Bellingham, WA 98225-4427~~ SEATTLE, WA 98101

Phone: Direct: 360-733-4311  
Fax: 360-733-4312

JB GS

**14. Disputes**

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. Attorneys Fees**

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's fees from the other party.

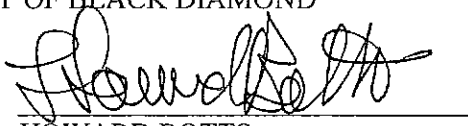
**16. Extent of Agreement/Modification**

This Agreement, together with 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 be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND

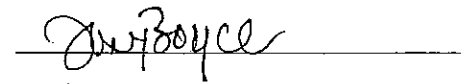
Anchor Environmental

By:

  
\_\_\_\_\_  
HOWARD BOTTS

Mayor

By:

  
\_\_\_\_\_  
Name: JON BOYCE

Name:

Date:

5-25-07

Title:

Partner  
\_\_\_\_\_  
Date: 5-30-07

Date:

Attest:

By: Brenda L. Streepy  
Brenda Streepy  
City Clerk

# Lake Sawyer Park Boat Launch Improvements

Conceptual Design, 30% Design, Environmental Permitting and Grant Assistance

3/9/2007 Scope of Work

## Project Understanding & Purpose

This scope of work, prepared by Anchor Environmental, LLC (Anchor) for the City of Black Diamond (City), is based upon our present understanding of the Lake Sawyer Park Boat Launch project (Project). The work plan provides an approach for the conceptual through 30% design, environmental permitting, including the preparation of a SEPA Checklist, Joint Aquatic Resources Permit Application (JARPA), Shoreline Substantial Development Permit (SSDP), and an Endangered Species Act (ESA) Biological Assessment, and limited assistance to secure grant funding for the project.

The proposed work plan is based on our discussion during the on-site meeting on Thursday, February 22, 2007 and subsequent communications with the City, and will consist of the replacement of the existing concrete boat launch ramp, the construction of a new floating dock and the re-surfacing of the existing asphalt approach to the boat ramp.

## Assumptions

- Previous environmental documentation that has been prepared for the park and may be relevant to this project will be provided by City.
- Additional survey will be conducted by the City including topography and bathymetry.
- The survey will be provided to Anchor before the wind-wave analysis. Anchor will incorporate this information into the wind-wave modeling analysis.
- The City will locate and mark existing utilities prior to the geotechnical exploration (borings).
- There will be no public meetings necessary for this project that Anchor will be required to attend.
- This scope covers
  - Site investigations including geotechnical exploration and wind-wave analysis
  - The preparation of a conceptual design and cost estimate
  - Limited grant application assistance (not to exceed 16 hours)

- The preparation of a 30% design and cost estimate
- The preparation of permit applications for the US Army Corps of Engineers, Washington Department of Ecology, Washington Department of Fish and Wildlife, and the City of Black Diamond. However, it is possible that the agencies will not issue any permits or approvals without advancing the design beyond the 30% design level.
- The City will be the lead agency for SEPA review and will conduct the SEPA process after, including advertising, decision making and collecting public comment. A Determination of Non-Significance is anticipated.
- The City will accept the JARPA for the SSDP application.
- The City will pay any necessary permit fees.
- The budget for Tasks 1, 2, 3, 4 and 5 is based on an estimated number of hours and resources for a total of \$91,892. Permit agency coordination following completion and submission of permit applications and environmental documents is limited to 24 hours for all applications and permits combined. Permit and environmental approvals entail concurrence from local, state, and federal agencies that are beyond our control. If the actual number of hours exceeds this budget due to agency requests for additional information, design changes, or mitigation requirements, the additional time and budget will be negotiated.
- This scope of work assumes that less than 1 acre of land is being disturbed. If greater than 1 acre of land is being disturbed a National Pollution Discharge Elimination System (NPDES) would be required including the preparation of a Notice of Intent to obtain a NPDES construction stormwater permit, and the coordination of the publication of the NOI, and coordination with the City and Ecology on permit issuance and any special conditions. If a NPDES is required, the additional time and budget will be negotiated.

## Work Plan

### **Task 1: Project Kick-off**

- Attend site visit to review existing survey information, site conditions, and potential project improvements.
- Assess the extend necessary and coordinate new topographic/bathymetric survey.
- Assess the need for additional site investigation and information collection.
- Review any other relevant documents.

### **Task 1 Work Products**

- Preliminary program of elements and design criteria
- Base map (based on available information)

*Estimated Fee for Task 1: \$2,537*

### **Task 2: Site Investigation**

#### **Subtask 2.1: Geotechnical Investigation**

The proposed work includes a fixed dock and floating pier. The fixed dock would be pile supported, and the floating pier would be held in place by guide piles to prevent lateral movement of the floating structure.

Based on review of publicly available information in the vicinity of the project site, Anchor could not locate any site specific geotechnical explorations. Regional geologic maps suggest that the soils that surround Lake Sawyer are likely glacially overridden, which would suggest that subsurface soil conditions are expected to be dense or hard at the site, potentially at a relatively shallow depth. However, in the lake itself, there may be an accumulation of soft sediment at the surface.

The structural engineer will design the fixed dock using piles to support vertical loads. Pile design will require input from a geotechnical engineer as to appropriate soil-specific input parameters for design, as well as to characterize the stiffness of the soil so that a contractor can properly size their pile installation equipment. Anchor proposes to perform a 30-foot deep geotechnical boring along the shoreline to collect this information.

The floating dock will require guide piles to prevent movement of the structure. The guide piles would be laterally loaded during their service life, and will require design input to determine the appropriate depth of pile embedment. The required depth of embedment is a function of the thickness of soft soils at the surface. Anchor proposes to probe the sediments at several locations around the floating dock area to determine an appropriate soft sediment profile at the site.

This subtask includes the following specific work elements:

- Conduct a one-day geotechnical site visit and reconnaissance, including evaluation of existing conditions and grades, as well as subsurface explorations at and near the

existing boat ramp. For planning purposes, we have assumed that a single geotechnical boring up to 30 feet deep would be sufficient to characterize subsurface conditions. This boring would be drilled along the shoreline as close as possible to the location of the proposed fixed dock. An experienced engineer or geologist would prepare a log of soil conditions, record blow counts (which can be related to soil stiffness) and collect samples for laboratory analyses to classify the soils.

- An engineer or geologist will probe soft sediment thickness in the vicinity of the proposed floating dock. A ¾-inch diameter steel probe will be deployed from a boat at several locations, and the thickness of soft sediment as well as the location of the probe will be recorded in a field log. One or more surface grabs of sediment may also be collected to visually characterize the sediments in the vicinity of the proposed floating structure. The grab samples are not proposed to be further classified using laboratory tests.
- Anchor will prepare a geotechnical memorandum that describes subsurface soil conditions at the existing boat ramp and at the proposed location for the new dock and pilings, and presents design recommendations for vertical and lateral pile capacity.

It is possible that the investigations could reveal subsurface conditions that are significantly different from those expected. For example, soft sediment thickness in the lake could be greater than expected or deep deposits of soft material could be encountered at or near the planned 30-foot boring depth. If such conditions are encountered, Anchor proposes to contact the City and to potentially perform additional (or deeper) investigation than the work described here.

## **Task 2 Work Products**

- Draft and final technical memorandum on geotechnical findings and recommendations.

## **Subtask 2.2: Wind-Wave Analysis**

### ***Step 2.2.1 - Review Wind Data***

Review wind data obtained from the National Climatic Data Center station at Tacoma McChord Air Force Base (1940 to 2007), and from the Seattle International Airport (1970 to 2006) to determine wind speed and direction at the Lake Sawyer project site. Review wind rose developed based on this information to assess predominant winds at site. Conduct statistical wind analysis to determine the 100-year return period winds for each 10 degree sector of the true wind direction.

### ***Step 2.2.2 – Fetch Geometry***

Based on the site location, different possible wind-fetches (distance over which wind blows to create a wave) will be drawn to determine the strongest winds that can affect the site. The fetch

distances and the correspondent return period winds will be used as input for the model used to compute wind-generated waves.

#### ***Step 2.2.3 – Wind-Wave Modeling***

The USACE's Coastal Engineering System (ACES) program will be used to model wave growth and propagation due to winds using the wind record from Task 1.1. The model computes deep-water wave heights and associated periods for a given wind direction and fetch configuration (length and orientation). Wave parameters will be hindcast for each direction and for each return period wind to compute deep-water 100-year wave height and period.

#### ***Step 2.2.4 – Vessel Induced Wave Analysis (Optional)***

Conduct simplified vessel induced wave analysis to determine wave height of a typical recreational vessel generated on the lake. No wave transformation in shallow water will be conducted.

#### ***Step 2.2.5 – Summary***

Results from the analysis will be compiled and summarized in technical memorandum format.

### **Task 2 Work Products**

- Draft and final technical memorandum on geotechnical findings and recommendations.
- Draft and final report on wind-wave issues.

*Estimated Fee for Task 2: \$20,998*

### **Task 3: Conceptual Design and Grant Application Assistance**

- Prepare conceptual design plan based on identified program elements and design criteria (Task 1 and 2) for City review
- Meet with City to review conceptual plan
- Provide conceptual level cost estimate
- Prepare concept plan, and maximum two additional graphics to be used for grant application (up to 8 hours)
- Provide additional technical information for grant application (up to 8 hours).

### **Task 3 Work Products**

- Conceptual design plan, colored and to scale, including one cross section.

- Conceptual level cost estimate
- Meeting minutes
- Concept plan for grant application, colored and to scale, including one cross section.

*Estimated Fee for Task 3: \$11,727*

**Task 4: 30% Design**

- Prepare 30% design drawings based on the concept design plan (Task 3).
- Prepare 30 % design level estimated construction costs based on the 30% design drawings.
- Meet with City to discuss City's available and projected funding, and related phasing of subsequent design work and future construction of improvements.

**Task 4 Work Products**

- Three sets of 30 % design drawings submittal including:
  - Cover Sheet
  - Existing Conditions (Site Survey prepared by others)
  - Layout Plans
  - Boat Ramp Plan and Sections
  - Dock Plan and Sections
  - Concrete Ramp and Details
  - Ramp Steel Railing Plan and Section
  - Gangway Plan and Section
  - Concrete Float Plan and Section
- 30% design cost estimate.

*Estimated Fee for Task 4: \$31,834*

**Task 5: Environmental Permitting**

**Subtask 5.1 : Project Description and Permit Figures**

- Prepare written draft project description to be used in SEPA Checklist, JARPA and Biological Assessment.

- Prepare permit figures based on the 30% design drawings including the preparation of a vicinity map, site plan, and typical cross-sections in AutoCAD to be used in permitting.
- Submit draft set of project description and permit drawings to City for review and comment prior to preparing permit applications.

**Subtask 5.1 Work Products:**

- Draft and final project description
- Draft and final permit figures, PDF format.

**Subtask 5.2: SEPA Checklist and SSDP Permit Package**

- Prepare draft SEPA Checklist for review by City.
- Meet with City representatives to discuss the draft SEPA document.
- Prepare final SEPA Checklist based on comments from City and obtain appropriate signatures.
- Attend a SSDP pre-application meeting with City. Prepare meeting summary.
- Prepare draft SSDP permit application package for review by City (including SEPA Checklist and JARPA).
- Meet with City representatives to discuss the draft SSDP permit application.
- Prepare final SSDP permit application package and make all the necessary copies for signature and submittal.
- Schedule and attend a permit application in-take appointment with the City to submit application

**Subtask 5.2 Work Products**

- Draft and final copies of the SEPA Checklist, and SSDP applications.

**Subtask 5.3: JARPA Application and Coordination**

- Prepare and submit to City a draft JARPA for the following permits:
  - Hydraulic Project Approval (Washington Dept. of Fish & Wildlife)
  - SSDP (City of Black Diamond)
  - Section 404 Permit (US Army Corps of Engineers)
  - Section 401 Water Quality Certification (Washington Dept. of Ecology)

- After City has reviewed draft documents, organize and attend meeting to discuss any necessary revisions and then finalize the JARPA.
- After approval by City, submit the JARPA to the Washington Department of Fish and Wildlife, Corps of Engineers, and Department of Ecology.
- Facilitate interagency informational meeting at the site inviting local, state, and federal agencies, and tribes (if applicable).
- Once permit applications are submitted, respond to requests for additional information (up to 12 hours).

#### **Subtask 5.3 Work Products**

- Five copies of draft and final JARPA and accompanying figures.

#### **Subtask 5.4: Biological Assessment (BA) and Coordination**

- Prepare a BA for City review.
- After City has reviewed draft document, organize and attend meeting to discuss any comments. Make revisions as requested by the City and submit BA with JARPA to the US Army Corps of Engineers.
- Once BA is submitted to the Corps, continue proactive communication efforts with agency staff and respond to requests for additional information.
- Revise the BA as necessary after Corps comments have been received. Schedule a meeting with the City prior to re-submittal of the revised BA to the Corps.
- After the Corps submits the revised BA to the Services, responding to any additional comments will have to be negotiated under a separate Scope of Work.

#### **Subtask 5.4 Work Products**

- BA and accompanying figures and documentation.

**Estimated Fee for Task 5: \$24,795**