



CITY COUNCIL

AGENDA BILL # AB22-0014

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION			
SUBJECT:	Agenda Date: February 28th, 2022		
King County Water Works Grant – Consulting Agreement with Natural System Design for Wetland Preserve	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		X
	Planning Dept		
	Community Services		
	Police Dept		
Cost Impact: \$54,518.58; \$132,992.00	Finance Committee		
Fund Source: Water Works Grant; 2020 grant and King County Parks Levy Fund	Planning Commission		
Timeline:	Civil Service Committee		
Staff Contact: Jessica Griess, City Clerk			
Attachments: Consulting Agreements			
SUMMARY STATEMENT:			
<p>The first agreement is to retain Natural Systems Design for permitting support for the Algona Wetland Preserve. The contract shall not exceed \$54,518.58 and is fully funded by the \$90,000 King County Water Works Grant.</p> <p>The second agreement is to retain Natural Systems Design to continue with the 60% design phase for the Algona Wetland Preserve. The contract shall not exceed \$132,992.00. The City received a grant for \$48,500 in 2020 for this project and the remaining balance is covered by the King County Parks Levy Fund.</p> <p>Blueline and Natural System Design are continually seeking grant funding to continue the work on the Algona Wetland Preserve project.</p> <p>Discussed at the 1/24/22 and 2/14/22 Council Meetings.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION:			
Move to approve the Mayor’s execution of the consulting agreements with Natural System Design related to the King County Water Works Grant.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>	

Algona Wetland Preserve Preliminary/60% Design CONSULTING AGREEMENT

This CONSULTANT AGREEMENT ("Agreement") is made this 16th day of December, 2021, by and between the City of Algona ("Client") located at 200 Washington Blvd., Algona, WA 98001 and Natural Systems Design, Inc., an independent consulting firm with its principal place of business located at 1900 N. Northlake Way, Suite 211, Seattle, WA, 98103 ("Consultant").

Client is a municipality in the United States of America.

Consultant is in the business of performing consulting services in the fields of environmental engineering and biology, specializing in planning, evaluation, design, and project management of river, stream, wetland and riparian restoration projects.

Client and Consultant desire to set forth in this Agreement the terms of their relationship whereby Consultant will perform certain consulting services for Client.

The parties therefore agree as follows:

I. SCOPE AND TERMS

Client hereby grants to Consultant, and Consultant hereby accepts, the right to perform during the Term (as defined below) consulting services for Client as more particularly described in the specified project work orders and scopes (the "Consulting Services"). The Consultant shall follow the requirements and intent of the Scope of Work dated December 15, 2021, attached as Exhibit A, hereby made a part of Agreement and hereafter referred to as Exhibit A.

The Term of this Agreement begins when fully executed by all parties and ends when work is completed and accepted by the Client, unless amended by written agreement or terminated earlier under termination provisions.

II. COMPENSATION AND PAYMENT

1. Compensation for Consulting Services will be on a time and materials basis as shown on the attached scope of work. Total amount is not to exceed \$132,992.00.
2. Consultant will submit monthly invoices to the Client. Invoices will include a summary of activities completed during the subject month and documentation of expenses.
3. Expenses will be reimbursed at cost based upon documentation provided in invoices. All payments will be made in lawful currency of the United States of America. Any amount not paid when due will bear interest at a rate of twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less, computed and compounded daily from the date due until the date paid.

III. RELATIONSHIP OF THE PARTIES

1. It is expressly understood and agreed that Consultant is not an employee of Client for any purpose whatsoever but is an independent contractor.
2. Neither Consultant nor Client will have any capacity, authority, right or power to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon, the other party.

IV. CONFIDENTIALITY

1. During the Term, Consultant may have access to and become acquainted with certain confidential information of the Client. Consultant will not disclose or use any information that the Client has identified as confidential unless authorized to do so in writing. "Confidential Information" does not include any information that is in the public domain or any information that the Consultant obtained from a third-party without any obligation regarding use or disclosure.
2. All files, records, documents, drawings, specifications, equipment, and other items relating to the business of the Client and in the possession of Consultant, whether prepared by the Consultant or otherwise, will remain the exclusive property of the Client. Client will retain the right to demand the immediate return to Client of any such items at any time upon notice to Consultant.

V. TERMINATION

1. If either party commits a material breach of or default under this Agreement, then the other party may give such party written notice of the breach or default (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default) and that the Term will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in such notice). If the other party fails to cure the specified breach within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Term will terminate.
2. Any termination of this Agreement shall not extinguish Consultant's right to receive Consulting Fees for services provided prior to termination.

VI. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the Client and the Consultant with reference to the subject matter hereof. All exhibits attached are incorporated by this reference. No other agreements, expressed or implied, oral or otherwise, will be deemed to exist or to bind either the Client or the Consultant, and all prior agreements between the Client and the Consultant are superseded hereby. This Agreement cannot be modified, changed, amended, or extended except by written instrument signed by both the Client and the Consultant and attached hereto.

VII. INDEMNIFICATION

The Client agrees to defend, indemnify, and hold the Consultant harmless from and against any and all claims arising from any negligent, willful or wrongful acts or omissions of the Client or its representatives.

The Consultant agrees to defend, indemnify, and hold the Client harmless from and against any and all claims arising from any negligent, willful or wrongful acts or omissions of the Consultant or its representatives.

VIII. NO WAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement will not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon any provisions, rights or remedies in that or any other instance; rather, the provisions, rights and remedies will remain in full force and effect.

IX. GOVERNING LAW

This Agreement will be construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of laws rules. Each party hereby irrevocably consents to the jurisdiction of the state or federal courts located in King County, State of Washington with venue laid in King County, State of Washington.

X. SEVERABILITY

1. Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any of the provisions of this Agreement and any present or future statute, law, ordinance or regulation, the latter will prevail, but, in such event, the provision of this Agreement thus affected will be curtailed and limited only to the extent necessary to bring such provision in compliance with the requirements of the law.
2. In the event that any part, article, paragraph, or clause of this Agreement is held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect.

XI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

XII. NOTICES

Any notice or other communication under this Agreement given by one party to the other will be deemed properly made if given in writing and delivered in person, by facsimile or overnight courier or mailed, properly addressed and stamped with the required postage, to the other party at the address listed in the introductory paragraph above. Notices will be deemed given upon receipt. Either party may change such address by giving the other party notice of the change in accordance with this paragraph.

XIII. SURVIVAL

The provisions of this Agreement shall survive the termination or non-renewal of this Agreement.

XIV. ATTORNEYS' FEES

In the event of any action to enforce this Agreement, for interpretation or construction of this Agreement or on account of any breach of or default under this Agreement, the prevailing party in such action shall be entitled to recover, in addition to all other relief from the other party, all reasonable attorneys' fees incurred by the prevailing party in connection with such action (including, but not limited to, any appeal thereof).

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first set forth above.

Client:

Name: _____

Signature: _____

Title: _____

Consultant:

Natural Systems Design, Inc.

Name: _____

Signature: _____

Title: _____

SCOPE OF WORK

Algona Wetland Preserve Preliminary/60% Design

Prepared by;

Natural Systems Design, Inc.

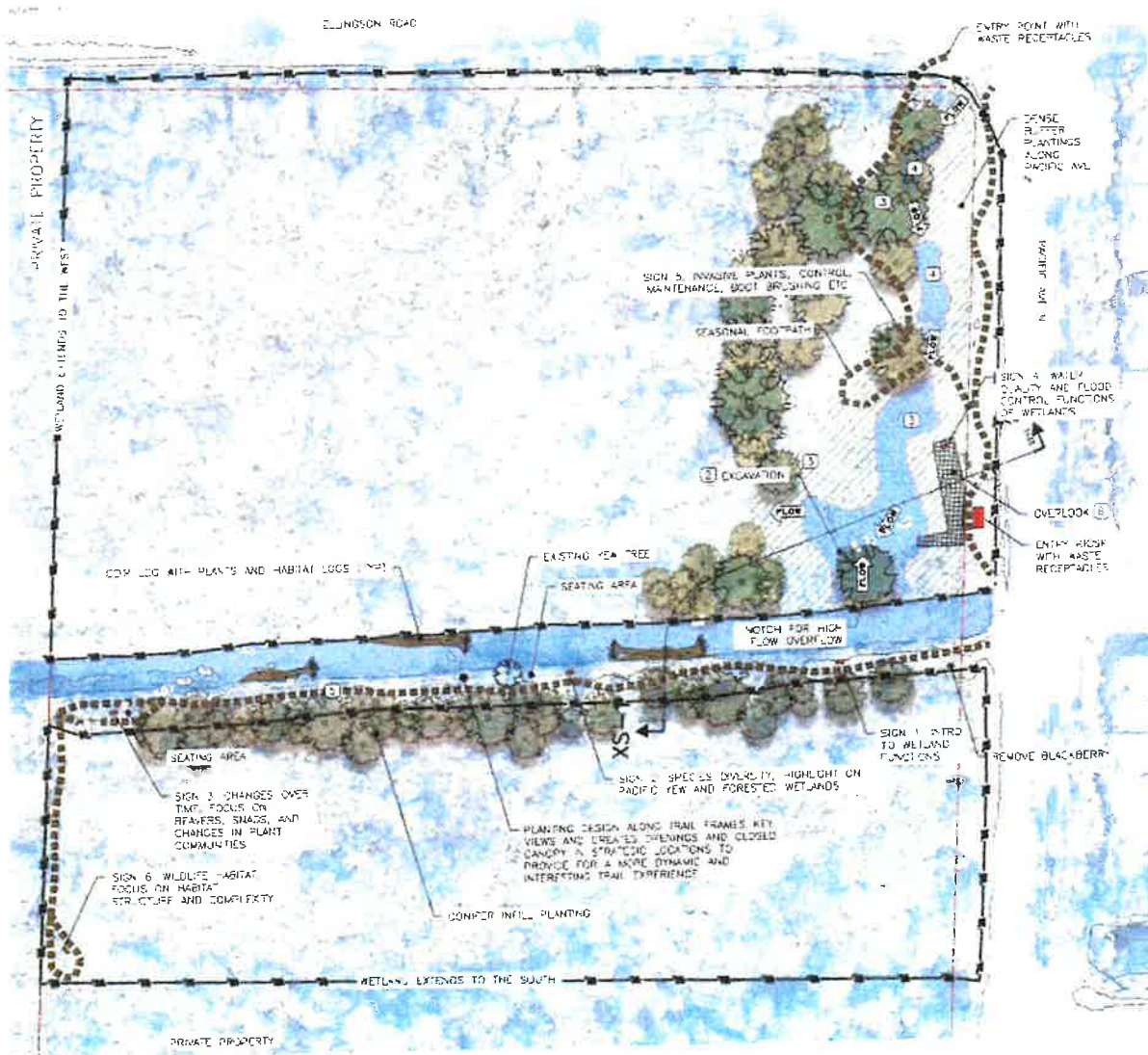
Prepared for;

City of Algona

Mayor Dave Hill

Jimmy Griess Public Works Director

December 15, 2021



The objective of this scope of work is to complete 60% (also referred to as preliminary design), permit-level, design drawings and construction cost estimate to support permitting and eventual implementation of the Algona Wetland Preserve Project, as envisioned in the conceptual design collaboratively developed by the City of Algona (City) in partnership with NSD, Futurewise, and Blue Line Planning. The conceptual design was completed by NSD in 2021.

This scope of work has been crafted to be consistent with the expected work outlined in the Washington State Department of Commerce grant the City received in 2020 for \$48,500 to support preliminary design, and to draw on the King County Parks Levy funds the City has set aside to support the project.

Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

- ▶ Task 1: 30% Design Plans and Construction Cost Estimate
- ▶ Task 2: Preliminary Design Support – Survey and Geotechnical Services
- ▶ Task 3: 60% Design Package (Plans, Construction Cost Estimate, and Summary Basis of Design Memo)

Task 1: 30% Design and Construction Cost Estimate

The objective of this task is to complete 30% design drawings and construction cost estimate based on the conceptual design completed by NSD in 2020. It is anticipated that this task will utilize the funds provided to the City by the Department of Commerce for preliminary design.

This task includes the following:

- ▶ internal and external coordination between NSD, Futurewise, Blue Line Planning, and the City
- ▶ evaluation of the hydrologic data collected in 2020-2021 to support design of the habitat structures in the creek and to support design of the invasive plant species removal and grading components of the design
- ▶ one half-day site visit, up to 6 hours including travel, with project ecologist, landscape architect, and staff engineer to support refinement of conceptual design
- ▶ consultation with boardwalk, pin pile, and interpretive sign fabrication companies to increase understanding of materials and dimensions for efficient and cost effective design and to support advancement of the construction cost estimate
- ▶ preparation of 30% design drawings, construction cost estimate, and tracking design decisions in basis of design technical memo to the file
- ▶ integration of community outreach and engagement input gathered by Futurewise through the City's 2021 Water Works grant-funded activities, if that input is available concurrent with 30% design timeline
- ▶ internal peer and senior QC of 30% design package
- ▶ transmittal of 30% design package to City

Assumptions

- ▶ Minor internal NSD coordination and administrative efforts are included.
- ▶ NSD will coordinate with the City to verify timing and nature of site access prior to all field work
- ▶ NSD CAD standards will be used via AutoCAD Civil 3D 2020.

- ▶ Draft and final drawings will be provided as 11x17 pdfs.
- ▶ There are no contaminated materials within the project area. NSD will not perform any sampling to assess existing contamination.
- ▶ Draft basis of design summary memo to the file will be delivered as MS WORD document.

Meetings:

- ▶ two coordination meetings with the City team, to occur on timeline commensurate with key decision points in the preliminary design schedule; meeting to occur virtually

Deliverables:

- ▶ Draft, 30% Plans, Contract documents, and Cost estimate (PDF, Word, and Excel)

Task 2: Preliminary Design Support – Survey and Geotechnical Services

NSD will execute a subcontract with a professional land survey firm and a geotechnical engineering firm to provide necessary support services for the preliminary design.

The professional land survey support will include preparation of a survey basemap for the City's wetland preserve parcel, including:

- ▶ parcel boundary, street edge, utilities, and right-of-way
- ▶ field locating the NW, NE, and SE property corners
- ▶ field locating the intersection of the western property boundary and the stream/upland berm
- ▶ depiction of the SW property corner based on location description
- ▶ survey of location and inlet elevation of culverts at Pacific and Ellingson and the stream culvert along Pacific
- ▶ 1 foot topographic contours in the NE quadrant of the property (i.e., in the area of proposed grading)
- ▶ 4 to 6 cross sections of the upland berm along the southern edge of the stream
- ▶ topographic survey of southern leg of potential trail alignment along western property boundary, or trees over 12-inches dbh within the area of topographic survey and cross sections, if southern leg is not carried forward in 30% design
- ▶ title report for property to determine nature of any utilities or other easements

The geotechnical support is centered on providing geotechnical design recommendations for appropriate footings to support the boardwalk and viewing platform. The anticipated support will include:

- ▶ collection and review of available geotechnical and geologic data in project vicinity
- ▶ site reconnaissance to determine ground features and determine and mark location of test borings for utility locate
- ▶ evaluation of subsurface conditions in the area of the proposed boardwalk through drilling two test borings using a limited access drill rig and hollow stem augers to a depth of about 30 feet
- ▶ geotechnical report for the project to describe surface and subsurface conditions relative to soil and groundwater, present recommendations relative to seismic, foundation, and earthwork design
- ▶ up to 4 hours of post-report technical support and coordination with the design team

Assumptions

- ▶ NSD will secure subconsultants to provide professional land survey and geotechnical site investigation and recommendations for boardwalk and viewing platform foundations.
- ▶ NSD will coordinate with the City to verify timing and nature of site access prior to all field work
- ▶ NSD subconsultant coordination, management and invoicing are included in this task.

Deliverables:

- ▶ Draft and final survey basemap conveyed to NSD for use in design, transmitted in Autodesk 2018 or more recent format
- ▶ Draft and final geotechnical report

Task 3: 60% Design Package (Plans, Construction Cost Estimate, Summary Basis of Design Memo)

The objective of this task is to build on the 30% design (Task 1) by incorporating City and stakeholder review comments to complete 60%, permit-level, design drawings and construction cost estimate to support permitting and eventual implementation of the Algona Wetland Preserve Project.

NSD will incorporate City and stakeholder comments into BlueBeam to track comments and their resolution. NSD will then advance the draft preliminary plan (30% design) developed in Task 1 to permit-ready final preliminary plans (60% design) describing all earthwork elements, structure locations, and construction access and methods. This task includes a field day for the hydrology lead, staff engineer, and landscape architect to support addressing City comments and to ensure the proposed design is optimally located and functions as intended. Once the layout of proposed actions has been finalized, construction access, TESC measures, and in-channel habitat structures will be evaluated, and a cost estimate will be developed for the final preliminary plans.

We anticipate the following sheets will be included in the plan set:

1. Cover sheet
2. General notes
3. Legend
4. Overall site plan with access and staging areas identified
5. Site preparation and invasive control
6. Plan sheets with proposed boardwalk and overlook structure locations and earthwork
7. Typical boardwalk and overlook structure details
8. TESC plan and details
9. Planting plans and plant schedules
10. Habitat structure details

NSD will prepare a summary Basis of Design technical memo for NSD and City records to document the technical design decisions. The memo will include a summary of existing conditions, the specific design criteria, goals, and objectives, a summary of the engineering approach. NSD will develop a brief outline of recommended special provisions to identify bid items to be used in the construction documents.

This task also includes internal peer review and senior QC of the 60% design package and transmittal of final 60% design package to City. It is anticipated that this package would form the basis of the project's federal, state, and local permit application package, to be developed by NSD through the City's 2021 Water Works grant under a separate scope and contract.

Assumptions

- ▶ Minor internal NSD coordination and administrative efforts are included.
- ▶ NSD will coordinate with the City to verify timing and nature of site access prior to all field work
- ▶ NSD CAD standards will be used via AutoCAD Civil 3D 2020.
- ▶ Final drawings will be provided as 11x17 pdfs.
- ▶ Final basis of design summary memo to the file will be delivered as a PDF.
- ▶ Outline of recommended special provisions will be provided in WORD outline form for this task.

Meetings:

- ▶ Two coordination meetings with the City team, to occur on timeline commensurate with key decision points in the preliminary design schedule; meeting to occur virtually

Deliverables:

- ▶ Final, 60% design, Permit-level construction plans, and cost estimate (PDF, Word, and Excel)
- ▶ Specifications outline (WORD)

Budget and Schedule

NSD has crafted an approximate overall project schedule, consistent with our understanding of the City's grant deliverable due dates and timeline and supportive of project construction (pending acquisition of funding for final design and construction) within the in-water work window in the summer of 2023 (Table 1). The tasks proposed herein, and this overall schedule supports completion of Preliminary Design deliverables by late July 2022, with room for the influence of factors beyond NSD or City control.

The project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, NSD will invoice on a Time and Materials basis, not to exceed the contract total of \$132,992.

NSD will coordinate with the City on any substantial differences in actual level of effort for the tasks outlined in this scope of work, compared to that anticipated in the cost estimate and seek a contract amendment before performing out of scope work or work exceeding the assumptions herein.

This budget estimate is made based on the scope of work outlined above and is broken out per task included in this scope of work in Table 1. Table 2 presents the staff and level of effort related to each project task. It is our

understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

TABLE 1 – PROJECT BUDGET AND SCHEDULE

DESCRIPTION	Estimated Task Schedule	Task Sub total
Task 1. 30% Design and Construction Cost Estimate	January through April 2022	\$48,502
Task 2. Preliminary Design Support – Survey and Geotechnical	January through March 2022	\$39,774
Task 3. 60% Design Package	April through July 2022	\$44,716
PROJECT TOTAL		\$132,992

TABLE 2 – PROJECT STAFFING

Task	Task Description	Sere W (Principal Scientist)	Torey L (Senior Scientist)	Marcia F (Senior Scientist)	Danille D (Senior Scientist)	Kenna P (Landscape Architect)	Laura Z (Landscape Architect)	Julia J (Staff Engineer)	Leif E (Principal Engineer)	Dawn D (Senior Admin Support)	Kay M (Admin Support)	Total Hours	Labor (Billing Rate)	Expenses	Total Cost
1	30% design plans and cost estimate (Commerce Grant \$48 500)	20	32	8	8	52	8	56	2	2	3	282	\$ 48,259.00	\$ 243.04	\$ 48,502
2	Preliminary Design Support - survey and geotechnical (Parks Levy funds)	2			8		18	18				28	\$ 4,524.00	\$ 35,250.00	\$ 39,774
3	60% design package (Parks Levy funds)	26	23	8	96	60	8	28	4			253	\$ 44,473.00	\$ 243.04	\$ 44,716
SubTotals		48	55	16	203	112	34	102	6	2	3	563	\$ 97,256.00	\$ 35,736.08	\$ 132,992
													GRAND TOTAL	\$ 132,992	



Algona Wetland Preserve Permitting Support CONSULTING AGREEMENT

This CONSULTANT AGREEMENT ("Agreement") is made this 16th day of December, 2021, by and between the City of Algona ("Client") located at 200 Washington Blvd., Algona, WA 98001 and Natural Systems Design, Inc., an independent consulting firm with its principal place of business located at 1900 N. Northlake Way, Suite 211, Seattle, WA, 98103 ("Consultant").

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2. All files, records, documents, drawings, specifications, equipment, and other items relating to the business of the Client and in the possession of Consultant, whether prepared by the Consultant or otherwise, will remain the exclusive property of the Client. Client will retain the right to demand the immediate return to Client of any such items at any time upon notice to Consultant.

V. TERMINATION

1. If either party commits a material breach of or default under this Agreement, then the other party may give such party written notice of the breach or default (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default) and that the Term will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in such notice). If the other party fails to cure the specified breach within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Term will terminate.
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The Consultant agrees to defend, indemnify, and hold the Client harmless from and against any and all claims arising from any negligent, willful or wrongful acts or omissions of the Consultant or its representatives.

VIII. NO WAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement will not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon any provisions, rights or remedies in that or any other instance; rather, the provisions, rights and remedies will remain in full force and effect.

IX. GOVERNING LAW

This Agreement will be construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of laws rules. Each party hereby irrevocably consents to the jurisdiction of the state or federal courts located in King County, State of Washington with venue laid in King County, State of Washington.

X. SEVERABILITY

1. Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any of the provisions of this Agreement and any present or future statute, law, ordinance or regulation, the latter will prevail, but, in such event, the provision of this Agreement thus affected will be curtailed and limited only to the extent necessary to bring such provision in compliance with the requirements of the law.
2. In the event that any part, article, paragraph, or clause of this Agreement is held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect.

XI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

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Any notice or other communication under this Agreement given by one party to the other will be deemed properly made if given in writing and delivered in person, by facsimile or overnight courier or mailed, properly addressed and stamped with the required postage, to the other party at the address listed in the introductory paragraph above. Notices will be deemed given upon receipt. Either party may change such address by giving the other party notice of the change in accordance with this paragraph.

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The provisions of this Agreement shall survive the termination or non-renewal of this Agreement.

XIV. ATTORNEYS' FEES

In the event of any action to enforce this Agreement, for interpretation or construction of this Agreement or on account of any breach of or default under this Agreement, the prevailing party in such action shall be entitled to recover, in addition to all other relief from the other party, all reasonable attorneys' fees incurred by the prevailing party in connection with such action (including, but not limited to, any appeal thereof).

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first set forth above.

Client:

Name: _____

Signature: _____

Title: _____

Consultant:

Natural Systems Design, Inc.

Name: _____

Signature: _____

Title: _____

The objective of this scope of work is to provide the City of Algona (City) with a package of federal, state, and local permit application materials for the Algona Wetland Preserve Project, as envisioned in the conceptual design collaboratively developed by the City of Algona (City) in partnership with NSD, Futurewise, and Blue Line Planning. The conceptual design was completed by NSD in 2021.

It is anticipated by the project team that the proposed project will be self-mitigating, and will qualify for Nationwide 27 *Aquatic Habitat Restoration, Enhancement, and Establishment Activities* authorization and associated state and federal streamlined processes developed for restoration projects. It should be noted that the Nationwide permits are being renewed in mid-March 2022 and thus the requirements for and conditions of NWP 27 may change before the permit application materials scoped herein are prepared. NSD will coordinate with the City in the event that any such changes would require modification to this scope or budget.

This scope of work has been crafted to be consistent with the expected work and deliverables outlined in the King County Water Works Council Allocated grant the City received in late 2021 for \$90,000 to support socio-ecological and cultural assessment, outreach, and permitting. It is anticipated that the tasks included in this scope of work will utilize a portion of the Water Works grant funding and that the deliverables in this task will satisfy the City's needs under that grant. This scope of work is related to, but separate from NSD's development of preliminary (60%) construction plans being funded through a combination of Washington State Department of Commerce grant and King County Parks Levy funds.

A fundamental assumption for the level of effort included herein is that the combination of the project's design intent (i.e., wetland enhancement and education) and the City's receipt of County and State funding for the project will result in streamlined review with federal, state, and local resource agencies.

Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

- Task 1: JARPA Package
- Task 2: Endangered Species Act Consultation Documents
- Task 3: SEPA Checklist
- Task 4: Local City of Algona Permit Materials
- Task 5: Regulatory Coordination and Meetings
- Task 6: Community Stewardship Support
- Task 7: Cultural Resources Assessment

Task 1: JARPA Package

The objective of this task is to complete the Joint Aquatic Resources Permit Application (JARPA) form and develop required JARPA figures that present the project's unavoidable impacts to wetlands and waters of the U.S. regulated by the U.S. Army Corps of Engineers (Corps) and Washington State Department of Ecology (Ecology) under Sections 404 and 401 of the Clean Water Act (CWA), respectively.

The JARPA form and figures will be used to apply for the CWA Section 404 and 401 approvals, and the information from the JARPA form will be used by the City or its designee (e.g., Blue Line Planning) to populate the fields in the WDFW APPS online application program for the Hydraulic Project Approval Permit.

This task would also include preparation of the accompanying *Temporary Disturbance and Project Purpose Monitoring Plan*, and Clean Water Act Section 401 Water Quality Certification *Pre-Meeting Request Form* and *401 Certification Request Form* (if either or both of these forms are still required at the time of project

application). The permitting materials would be based on the final preliminary (60%) design completed by NSD in 2022.

JARPA Attachments are expected to include:

- ▶ 60% designs and Construction Cost Estimate
- ▶ Wetland Delineation Report
- ▶ Endangered Species Act Consultation Documentation
 - No Effect Letter
 - Abbreviated BE form
 - NMFS FPRP III form
- ▶ Temporary Disturbance and Project Purpose Monitoring Plan
- ▶ Cultural Resources Assessment (prepared by ICF as a subconsultant to NSD, Task 7)

Assumptions

- ▶ Minor internal NSD coordination and administrative efforts are included.
- ▶ Preliminary design plans will be available and serve as the basis for the JARPA package.
- ▶ The City will approve the NSD design scope to allow for the development of Preliminary Design plans prior to developing the JARPA package.
- ▶ The previously prepared Wetlands and Waters Delineation Report (NSD 2020) will be included within the JARPA package and will serve as the basis for the extent and nature of wetlands and waters of the U.S. on the project site.
- ▶ Project will align with 2022 update to Nationwide Permit 27
- ▶ The City or its designee (Blue Line Planning) will enter the JARPA information into the WDFW APPS system as the application for the Hydraulic Project Approval (HPA) from WDFW.
- ▶ The City or its designee (Blue Line Planning) will pay the application fee(s) associated with all permit applications.
- ▶ This scope does not include preparation of NPDES Construction Stormwater Permit Application or completion of required advertisements as these are permitting tasks typically associated with final design and may be completed by the construction contractor.
- ▶ This scope does not include the development of a Water Quality Monitoring Plan
- ▶ City and its team will provide a single round of consolidated review and comment in track changes for each deliverable where draft and final iterations are indicated.

Deliverables:

- ▶ Draft and final JARPA, JARPA figures (WORD and PDF)
- ▶ Draft and final Temporary Disturbance and Project Purpose Monitoring Plan (WORD and PDF)
- ▶ Section 401 Water Quality Certification *Pre-Meeting Request Form* and *401 Certification Request Form* (if either or both of these forms are still required at the time of project application)

Task 2: Endangered Species Act Consultation Documents

Endangered Species Act consultation documents are required to complete the Section 7 Endangered Species Act consultation as part of the CWA Section 404 review process. NSD will fill out an Abbreviated BE form and FPRP

III form for the project to address project potential effects on species regulated by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), respectively. Both documents align with the Corps/USFWS/NMFS programmatic consultation process for restoration actions and use a standardized format to disclose the project's likely impacts to federally threatened and endangered species. If applicable, NSD will prepare a No Effect Letter to address species which USFWS and NMFS indicate may occur in the vicinity of the project site, but for which the project would have no effect, and/or species not covered by the Corps/USFWS/NMFS programmatic consultation process for restoration actions. For this scope of work, we anticipate the ESA consultation documents will focus on Puget Sound Chinook and Steelhead Trout regulated by NMFS and Bull Trout regulated by USFWS as these species occur downstream of the project site in the Green River.

Assumptions

- ▶ Informal Section 7 Consultation will allow the use of the Abbreviated BE and FPRP III form as the primary consultation documents.
- ▶ City and its team will provide a single round of consolidated review and comment in track changes for each deliverable where draft and final iterations are indicated.

Deliverables:

- ▶ Draft and final ESA consultation documents (WORD and PDF)

Task 3: SEPA Checklist

The objective of this task is to complete the State Environmental Policy Act (SEPA) Checklist for the project for use by the City's regulatory reviewers in assessing the potential effects of the project on the natural and built environment in Algona.

NSD will fill out the SEPA Checklist based on information previously prepared through the course of project design and the JARPA package preparation. No new analysis will be developed for this effort; the SEPA checklist will reference the existing project documentation.

Assumptions

- ▶ The City of Algona will be the SEPA lead agency.
- ▶ The project will remain commensurate with a SEPA checklist and Determination of Non-significance (DNS) or Mitigated Determination of Non-significance (MDNS) and thus not require an Environmental Impact Statement
- ▶ The City will be responsible for all permit application fees and the collection of final signatures.
- ▶ The SEPA review process will not require NSD attendance at a public meeting or Hearings Examiner review, or response to public comments.
- ▶ City and its team will provide a single round of consolidated review and comment in track changes for each deliverable where draft and final iterations are indicated.

Deliverables:

- ▶ Draft and final SEPA Checklist (WORD and PDF)

Task 4: Local City of Algona Permit Materials

The objective of this task is to complete materials required by the City of Algona for compliance with their Critical Areas (Algona Municipal Code (AMC) 16.18) and Grading and Filling of Land (AMC 15.22).

NSD will support discussions with the City's regulatory review consultants (up to 7 hours total across applications) to determine the reporting requirements for Critical Areas compliance and other City requirements. NSD anticipates use of the wetland delineation report previously prepared by NSD in 2021 to develop a brief Critical Areas Assessment focused on wetlands and fish and wildlife habitat conservation areas to support the project's local permitting process.

NSD anticipates utilizing the 60% design files to calculate the project elements required by the grading permit application (i.e., project description, legal description/parcel numbers, grading quantities, and 60% design plans). Information required will be gathered from available site and design data; no new information will be gathered.

Assumptions

- ▶ The City does not have a Shoreline Master Program and thus Shoreline compliance will not be required.
- ▶ The project is not in a Special Flood Hazard Area and thus a special flood hazard area analysis will not be required.
- ▶ The City will be responsible for all permit application fees, the collection of final signatures on application materials, and any financial guarantees required.
- ▶ Given that the City's grading permit is value for 180 days from issuance (AMC 15.22.160), the City will receive the permit application for use on a timeline of their discretion.

Deliverables:

- ▶ Critical areas assessment memo (WORD and PDF)
- ▶ Grading permit application materials

Task 5: Regulatory Coordination and Meetings

The objective of this task is to facilitate the permit application review process and support the City in meetings with regulatory agencies.

NSD will support ongoing communications between the project team and agencies. We recommend consolidating these meetings where possible, and focusing on early outreach prior to finalizing the 60% plans. This task assumes preparation for and attendance at one pre-application meeting with the Corps, Ecology, WDFW, USFWS and NMFS and one field visit with the regulatory agencies (one 8-hour day including preparation and travel) and up to 8 additional hours of coordination across the regulatory agencies and/or interested Tribes.

Assumptions

- ▶ One pre-application field meeting with City and WDFW staff to discuss project actions and anticipated local project permitting pathway.
- ▶ One pre-application virtual format meeting with the Corps, Ecology, WDFW, NMFS, and USFWS to discuss project actions and anticipated federal project permitting pathway.

- ▶ Ongoing communication with City and agencies as necessary to facilitate streamlined project permitting, up to level of effort included in cost estimate (8 hours over the course of the project).

Deliverables:

- ▶ Meeting notes/summary distributed to project team by email.

Task 6: Community Stewardship Support

The objective of this task is support the City and Futurewise in coordination and outreach to adjacent property owners and to support subconsultant ICF and Futurewise in interviews with tribal representatives regarding traditional ecological knowledge of wetland functions and values.

The purpose of this task is to solicit for and integrate feedback from Native American tribes regarding traditional resource and plant use for integration into the project for land outreach, interpretive, and land acknowledgement purposes.

In support of this task, ICF (as a subconsultant to NSD) will submit a written email request to interview cultural resources staff from the Duwamish, Muckleshoot, Puyallup, and/or Snoqualmie Indian Tribes as may be interested in participating in this effort. Within five days of submitting written requests, ICF cultural resources staff will call tribal cultural resources staff to make sure that the requests were received and to work to schedule interviews.

Each interview will occur over up to a two-hour period via teleconference and will consist of introducing the project to the tribal cultural resources staff, providing graphics depicting the project location, and discussing traditional land and resource use, and any notable resources and landscape features that would be of traditional importance to the tribes. Once each teleconference interview is complete, ICF will transcribe notes from the meeting and provide them to the tribal representative to make sure that their statements are accurately represented. Tribal representatives will have five days to review and respond to the transcripts.

Once the interview and transcript review has been completed, ICF staff will summarize the results of the outreach effort in a short letter report. The letter report will include a goal statement, interview methods, interview transcripts or notes, and technical recommendations. ICF will provide the letter report to NSD for use in concepts for future interpretive and educational materials (not developed as part of this scope).

Assumptions

- ▶ ICF will reach out to a representative from the Duwamish, Muckleshoot, Puyallup, and/or Snoqualmie Indian Tribes' cultural resources staff to determine interest and availability to share information for the traditional resource and plant use outreach effort.
- ▶ ICF will contact a representative from each tribe via a single email, and then follow up with a phone call if they do not respond within five (5) days.
- ▶ ICF staff will participate in one (1) interview, lasting up to two hours, with each tribal representative, for a total of three (3) interviews.
- ▶ The findings of the tribal outreach effort will be integrated into a short letter report, to be provided to NSD.

Deliverables:

- ▶ Emails and related task correspondence

Task 7: Cultural Resources Assessment

The objective of this task is to complete an updated Cultural Resources Assessment for the project parcel through a subconsultant. The Cultural Resources Assessment will be a component of the Project's JARPA package to facilitate review of the project under Section 106 of the National Historic Preservation Act (NHPA).

NSD has teamed with ICF who prepared the original Cultural Resources Assessment for the City's property in 2009 to provide cultural resource services in support of project assessment and permitting. Archaeologists will support cultural resource assessment and project efforts by reviewing available historical records, characterizing the environment within the anticipated project area, conducting an archaeological investigation of the project site, and documenting findings of these investigations as required to facilitate cultural resource review and permitting.

ICF will conduct the following activities as a subconsultant to NSD. ICF will complete the following:

- ▶ ICF will conduct a supplemental literature review of the Washington State Department of Archaeology and Historic Preservation (DAHP)'s Washington Information System for Architectural and Archaeological Records Database (WISAARD) to identify any new background information and archaeological sites that have been recorded in the project area since the prior study was conducted.
- ▶ ICF will perform additional subsurface archaeological testing to address the project's high potential for deeply buried deposits, as identified in the 2009 study.
 - Up to 12 shovel probes will be strategically excavated in areas where project-related ground disturbance is anticipated, spaced no greater than 30 meters apart, to identify subsurface archaeological deposits (if applicable).
 - Shovel probes will be excavated to the anticipated depth of project-related ground disturbance, river channel deposits, or 100 centimeters below surface – whichever is encountered first.
 - If there appears to be potential for deeper deposits, a hand auger will be used to probe to a maximum depth of 3 meters below the ground surface.
 - All excavated sediments will be screened through ¼ inch hardware cloth unless it is clearly recent fill.
 - All probes will be photographed, logged with a handheld global positioning system unit, and backfilled. Artifacts found in shovel probes will be analyzed in the field, but not collected.
 - To the extent possible, they will be identified as to type, material, function, and cultural and chronological association.
- ▶ ICF will prepare the draft and final versions of a cultural resources memorandum that presents a regulatory context, summary of prior investigations, summary of all literature reviews for the project and directly adjacent area, the results of the field survey, and technical recommendations.
 - Following internal review, the draft report will be provided to NSD for review and comment.
 - ICF will incorporate any comments/edits into a final version of the report, which will be provided to NSD for attachment to the JARPA package.

Assumptions

- ▶ Field investigation will encompass one (1) eight hour day for two ICF archaeologists.

- ▶ ICF will request a utility locate prior to field investigations that will require up to four (4) hours to complete.
- ▶ No significant cultural resources will be encountered within the area of potential effects. Therefore, the documentation of identified resources on Washington State Archaeological Inventory forms is not included in this scope of work.
- ▶ The Cultural Resources work will include outreach to Tribes and will be completed in time to support the JARPA submittal to the Corps.
- ▶ The evaluation of the National Register of Historic Places eligibility of archaeological deposits or the resolution of any adverse effects to identified historic properties under Section 106 of the NHPA is not included in this scope of work.
 - Any additional fieldwork or analysis (e.g., the delineation and/or evaluation of any new or previously recorded archaeological sites or historic resources, consultation on project designs, archaeological data recovery, or coordination of a Memorandum of Agreement) beyond what is specified in this scope of work would require a budget augmentation.

Deliverables:

- ▶ Draft and final Cultural Resources Report (WORD and PDF)

Budget and Schedule

NSD has crafted an approximate overall project schedule, consistent with our understanding of the City's grant deliverable due dates and timeline and supportive of project construction (pending acquisition of funding for final design and construction) within the in-water work window in the summer of 2023 (Table 1). The tasks proposed herein, and this overall schedule supports completion of Preliminary Design deliverables by late July 2022, with room for the influence of factors beyond NSD or City control.

The project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, NSD will invoice on a Time and Materials basis, not to exceed the contract total of \$54,518.58. NSD will coordinate with the City on any substantial differences in actual level of effort for the tasks outlined in this scope of work, compared to that anticipated in the cost estimate and seek a contract amendment before performing out of scope work or work exceeding the assumptions herein.

This budget estimate is made based on the scope of work outlined above and is broken out per task included in this scope of work in Table 1. Table 2 presents the staff and level of effort related to each project task. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

TABLE 1 – PROJECT BUDGET AND SCHEDULE

DESCRIPTION	Estimated Task Schedule	Task Sub total
Task 1. JARPA Package	May through July 2022	\$9,913.00
Task 2. ESA Consultation Documents	June and July 2022	\$8,303.00
Task 3. SEPA Checklist	July 2022	\$4,794.00
Task 4. Local City of Algona Permit Materials	May through July 2022	\$5,642.00
Task 5. Regulatory Coordination and Meetings	April through July 2022	\$7,608.16
Task 6. Community Stewardship Support	February through March 2022	\$7,200.72
Task 7. Cultural Resources Assessment (including subconsultant)	March through April 2022	\$11,057.70
PROJECT TOTAL		\$54,518.58

TABLE 2 – PROJECT STAFFING BY TASK

Task	Task Description	Steve M (Principal Scientist)	Torrey L (Senior Scientist)	Laura Z (Project Scientist)	Bob K (Project Scientist)	Kenna P (Landscape Architect)	Danielle D (Project Landscape Architect)	Staff Scientist	Senior Admin Support	Total Hours	Labor (Billing Rate)	Expenses	Total Cost
1	JARPA Package	\$230.00	\$195.00	\$172.00	\$172.00	\$166.00	\$156.00	\$142.00	\$95.00	60	\$ 9,913.00		\$ 9,913.00
2	ESA compliance No Effect, Abb BE, FRRP III forms		7	3	31	4				48	\$ 8,303.00		\$ 8,303.00
3	SEPA checklist		4	6				21		31	\$ 4,794.00		\$ 4,794.00
4	Local permit CA, G&F, SSDP	8	6	12				4		30	\$ 5,642.00		\$ 5,642.00
5	Regulatory Coordination and Meetings	6	28			4				38	\$ 7,504.00	\$ 104.16	\$ 7,608.16
6	Community Stewardship Support		10			16				26	\$ 4,806.00	\$ 2,594.72	\$ 7,200.72
7	Cultural Resources Assessment		4						2	6	\$ 937.70	\$ 10,120.00	\$ 11,057.70
	Sub Totals	14	70	48	31	4	20	60	2	239	\$ 41,699.70	\$ 12,818.88	\$ 54,518.58
											GRAND TOTAL	\$	\$ 54,518.58

