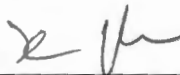


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/13

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|--|--|
| AGENDA ITEM: City of Marysville Smokey Point Area Project, Professional Services Agreement | |
| PREPARED BY: Kari Chennault, Program Engineer – Surface Water | DIRECTOR APPROVAL:  |
| DEPARTMENT: Public Works - Engineering | |
| ATTACHMENTS: Professional Services Agreement | |
| BUDGET CODE: 40250594.563000.D0801 | AMOUNT: \$305,000 |

SUMMARY:

Attached is a Professional Services Agreement with Otak, Inc. to provide consulting services on the Smokey Point Area Project. A Joint Aquatic Resources Permit Application Form was provided to the regulatory agencies in August 2010. Since then City staff have been working to provide follow up information to the regulatory agencies, as requested. The Project was formally advertised by the United States Army Corps of Engineers (USACE) on January 11, 2013. The Department of Ecology (Ecology) and USACE have asked for additional studies and assessments of the Project area prior to issuing an Individual 404 permit and 401 certification. The services identified in the Scope of Work attached to the Professional Services Agreement are understood to be the required studies and assessments needed by Ecology and USACE to move forward on the project for permit issuance.

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| RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the Professional Services Agreement with Otak, Inc. in an amount not to exceed \$305,000. |
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND OTAK, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and **Otak, Inc.**, a Washington Corporation ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **the development of the Smokey Point Area Project** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed

in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon **Notice to Proceed** and shall terminate at midnight, **December 31, 2014**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** 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.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$305,000** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books,

accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Marysville - Public Works Department
Attn: Kari Chennault
80 Columbia Avenue
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**Otak, Inc.
Attn: Russ Gaston
10230 NE Points Drive, Suite 400
Kirkland, WA 98033**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties 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.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of

this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2013.

CITY OF MARYSVILLE

OTAK, INC.

By _____
Jon Nehring, Mayor

By Russell Gaston
Russ Gaston, Principal

Approved as to form:

City Attorney

Exhibit A – Scope of Services

The following scope is for the preparation of technical documentation and engineering plans for an application for an individual permits from the US Army Corps of Engineers (USACE) to implement the North Marysville Master Drainage Plan Final Wetland and Stream Mitigation Plan (Final Mitigation Plan) for the Smokey Point Area Project. The Conceptual Mitigation plan was submitted October 24, 2012, as part of a Joint Aquatic Resource Permit Application (JARPA) to USACE and Washington Department of Ecology (Ecology).

Summary of Activities and Costs

Phase 1: Final Mitigation Plan Submittal Documents Due by November 29, 2013

| | |
|--|-----------------|
| <i>Task 1.1 — Basemaps with Supplemental Field Surveyed Points</i> | <i>\$25,000</i> |
| <i>Task 1.2 — Preliminary (30%) Construction Plans</i> | <i>\$40,000</i> |
| <i>Task 1.3 — Final Wetland and Stream Mitigation Plan</i> | <i>\$30,000</i> |
| <i>Task 1.4 — Permit Submittal and Coordination</i> | <i>\$30,000</i> |
| <i>Task 1.5 — Phase Coordination and Management</i> | <i>\$10,000</i> |

Phase 1 Cost: ***\$135,000***

Phase 2: Final Mitigation Plan Supporting Documents

| | |
|--|-----------------|
| <i>Task 2.1 — Topographic Field Survey</i> | <i>\$30,000</i> |
| <i>Task 2.2 — Preliminary (60%) Construction Plans</i> | <i>\$50,000</i> |
| <i>Task 2.3 — Update Engineering Analysis</i> | <i>\$50,000</i> |
| <i>Task 2.4 — Permit Submittal and Coordination</i> | <i>\$30,000</i> |
| <i>Task 2.5 — Phase Coordination and Management</i> | <i>\$10,000</i> |

Phase 2 Cost: ***\$170,000***

Total Project Cost: ***\$305,000***

Scope of Work

Phase 1 —Final Mitigation Plan Submittal Documents Due November 29, 2013

Task 1.1 — Basemaps with Supplemental Field Surveyed Points

Otak will provide basemapping for this project, using the information gathered for the *Regional Stormwater Pond No. 2 and Conveyance Project*, and supplementing with additional field surveying, basemap preparation, and professional land surveying services for the Final Mitigation Plan for both the Hayho and Edgecomb Creek Basins. Field survey and base mapping efforts from previous North Marysville projects and the County's DNR will be supplemented with data collected under this task for final design document preparation. Project horizontal and vertical control will be established based on City of Marysville datum (NAVD'88 vertical datum and Washington State Plane NAD'83 horizontal datum) and coordinate basis to the necessary detail for construction.

- a) Otak will provide Supplemental Field Survey of existing surface features necessary and to the level adequate for the alternatives analysis. This supplemental field surveying is intended to include horizontal and vertical survey shots/points, of features such as utilities, drainage outfall structures, ditches, fences, trees, and invert elevations at the tie-in locations to the upstream and downstream stream channel and floodplain.

The supplemental survey will be added to the City's GIS basemap and will be sufficient for the mitigation plan alternatives analysis and the preliminary (30%) construction plans. Planimetric features from the City's GIS basemap will include contour lines at two-foot intervals, existing streets (right-of-way, easements, and property lines), stream channel alignments, and reported utilities and culverts.

Note that a Supplemental Topographic survey of the preferred alternative will also be provided in Phase 2 of this scope, after completion of the 30% construction plans. The Phase 2 survey will include topographic breaks, pavement and other hardscape, significant trees (over eight inches in diameter), utilities, and appurtenant drainage structures necessary for final construction documents.

Project basemaps will be prepared at 20 scale and will include 25 total basemap sheets, approximately 8 sheets for the Hayho Creek improvements and 17 sheets for the Edgecomb Creek improvements.

Task 1.1 Budget - \$25,000

Task 1.2 — Preliminary (30%) Construction Plans

Otak will prepare preliminary construction plans for stream and wetland mitigation improvements at two stages of design development. Preliminary plans will be submitted to the City and then to permitting agencies at 30% level of design for review and comments.

Otak will address comments on the 30% plans in the 60% permit plans; however, issuance of approved permits may be conditional on review of the final construction plans (Task 1.5). The 30% design level plans will contain sufficient detail for inclusion with SEPA and Corps of Engineers/HPA permit applications. The 30% plan set will include 66 sheets as outlined below:

a) Stream Channel and Floodplain wetland

The stream channel and floodplain wetlands will be designed according to current Ecology and WDFW design standards (in place at time of project), where fish passage is of concern. Sheet List includes:

1. Grading and Channel Excavation Plans (25 sheets at 20 scale, see Task 1.1 above).
2. Stream and Floodplain Sections and profile (15 sheets)
3. Culverts and Stream Habitat Details (4 sheets)
4. Temporary Erosion and Sediment Control Plan (5 sheets at 100 scale)
5. TESC Notes and details (2 sheets)

b) Landscape Planting Plan

A landscape planting plan will be required for the stream floodplain wetlands, as wetland mitigation. The initial draft of these landscaping plans will be included in the 30% level of design.

The planting plans will include a planting palette for the various planting regimes along the stream channel and floodplain corridor (approximately 12 sheets at 40 scale and 3 detail sheets).

c) *Preliminary Cost Estimate*

Otak will prepare a preliminary construction cost estimate for the project based on the Preliminary Construction Plans (30-percent design level). The preliminary estimate will identify bid items, units, and unit prices for the project construction.

Task 1.2 Budget - \$40,000

Task 1.3 — Final Wetland and Stream Mitigation Plan

Otak will prepare a Final Wetland and Stream Mitigation Plan (Final Mitigation Plan) for the North Marysville Master Drainage Plan Improvements, based on the Preliminary Plans (Task 1.2) and the Conceptual Wetland and Stream Mitigation Plan (Conceptual Mitigation Plan).

The Final Mitigation Plan will be in accordance with Marysville's Municipal Code and guidance documents from the USACE and Ecology (Ecology et al., 2006a and b), and will include the following sections:

Section 1 – Introduction (from Conceptual Mitigation Plan)

Section 2 – Existing Conditions (from Conceptual Mitigation Plan)

Section 3 – Project Impacts and Proposed Mitigation (from Conceptual Mitigation Plan)

Section 4 – Final Wetland and Stream Mitigation Plan (New)

Section 5 – Monitoring (New)

Section 6 – Maintenance (New)

Section 7 - Contingency Actions (New)

Section 8 – Limitation (New)

Section 9 – References (Updated from Concept Mitigation Plan).

Task 1.3 Budget - \$30,000

Task 1.4 — Permit Submittal and Coordination

a) *Coordinate with City of Marysville and Regulatory Agency Staff*

- Otak will participate in permit coordination meetings with Marysville, USACE, WDFW, and Ecology staff.
- Otak will prepare meeting minutes with detail on decisions made and action items identified.
- Otak will track permit status and follow up with persons that action items are assigned to.

b) *Otak will Prepare and submit the following Permit Applications and supporting documentation*

- COE 404 individual permit that covers all of the Final Mitigation Plan
- *404 Alternative Analysis*

As required for a General Permit under Section 404 for USACE, an Alternatives Analysis will be prepared to document why the proposed project represents a net gain in ecological function over other alternatives to develop the North Marysville Planning Area to the current level of zoned land-use.

Task 1.4 Budget - \$30,000

Task 1.5—Phase Coordination and Management

a) *Coordinate with City of Marysville and Project Team*

Otak will coordinate the execution of the project with the City of Marysville project manager and the project team. Otak will prepare agendas and meeting minutes as appropriate for coordination and committee meetings, and generally assist the City to schedule meetings, reviews, and other project support activities as required over the anticipated 6 month project duration.

Task 1.5 Budget - \$10,000

Phase 1 Assumptions

- Real property appraisals, valuations, and acquisition negotiations are not included in this phase of the project.
- This scope of services does not include budget for utility pot-holing.
- The City will provide information as to the location of underground utilities within the surveyed area, both public and private. Otak will coordinate with utility location services to conduct pot holing, if needed.
- Survey will be conducted using the same methods and level of detail as used for the North Marysville Regional Pond project.
- The HSPF model previously prepared for the North Marysville Master Drainage Plan will be modified for this project; thus, a new model will not need to be developed.
- Groundwater and water quality will not be modeled in this proposed scope of work, but can be added later if needed the permitting process requires it.
- The City will obtain and provide rights-of-entry permission for private properties prior to performing field survey work.
- The City will resolve the issue of title and ownership of the lands adjacent to Hayho Creek Channel and the 30-foot buffer that was originally included in the easement given to Drainage District #5. If this is currently in County ownership, the City will negotiate and purchase said lands from the County prior to the initiation of the real property work associated with this project. If this legal and ownership issue is not resolved prior to the initiation of this work, additional costs may be incurred and passed on to the City
- The budget for this task is based upon a 6 -month project duration and the scope of services described above.
- The estimated wetland edge on the Hayho site is sufficient for the design and permitting of the proposed restoration project (anticipated to be under a USACE Nationwide Permit [NWP] 27).
- Local, state and federal agencies work with the Governor's Office for Regulatory Innovation and Assistance to update and maintain the Joint Aquatic Resources Permit Application (JARPA) form. This form will be used for all permit applications.
- The JARPA submitted in October 2012 to the USACE and Ecology will be sufficient for the Hayho restoration project. Additional information may be submitted to the regulatory agencies; however, a new JARPA form will not be required.
- The Biological Assessment (BA) prepared in 2010 for the Hayho and Edgecomb projects will be sufficient to achieve ESA compliance for the projects, and the project will result in an informal consultation with the Services based on the effects determination in the 2010 BA.
- The wetland delineations on the project site are complete and current, and do not require re-delineation; verification; or additional delineation, reporting, or rating.
- The USACE jurisdictional determinations for all waters of the U.S. on the project site are complete and valid.

- The JARPA submitted in October 2012 to the USACE and Ecology will be sufficient for the project(s). Additional information may be submitted to the regulatory agencies; however, a new JARPA form will not be required.
- The project will require a USACE individual permit. However, the development of 156th/152nd Street NE (and its associated mitigation) could be split out into a USACE NWP 14 if the City requests that this portion of the project occur first.
- The development of 51st Avenue NE could also be split out from the USACE individual permit as another COE NWP 14, if total proposed impacts to waters of the U.S. are less than 0.5 acre. We will receive hydrology data from the City regarding the surface flow/connections of ditches (and subsequent jurisdictional determinations) along 51st Avenue NE.

Phase 2—Final Mitigation Plan Supporting Documents

Task 2.1 — Topographic Field Survey

Otak Field survey crews will collect topographic and planimetric information of the Hayho and Edgecomb Creek Wetland and Stream Channel Improvements for 60% and final design. The information collected and extent of surveyed areas will be limited to that necessary to complete the design and construction of the improvements.

The survey will include topography breaks, pavement and other hardscape, significant trees (over eight inches in diameter), utilities, and appurtenant drainage structures necessary for final construction documents. The supplemental survey will be added to the City's GIS basemap and be sufficient for final design of the improvements. The map will show planimetric features with contour lines at one-foot intervals. Existing street right-of-way, easements, and other boundary monumentation will be surveyed and used to establish existing right-of-way lines and property lines of record.

Task 2.1 Budget - \$30,000

Task 2.2 — Preliminary (60%) PS&E Plans

Otak will prepare final Preliminary Plan, Specification, and Construction Cost Estimate (PS&E) that addresses the 30% comments in the Draft Preliminary (30%) plans, with the understanding that issuance of approved permits may be conditional on review of the final (100%) construction plans. The 60-percent design level plans will contain sufficient detail to assess constructability and for inclusion with final permit applications.

Task 2.2 Budget - \$50,000

Task 2.3 — Update Engineering Analysis

The basin hydrology and storm drain conveyance and detention system model will be updated. The goals of the hydraulic analyses are to use the modeling results to accomplish the following:

- Verify that no adverse conditions will result from the stream channel and evaluate channel stability.
- Establish and evaluate the floodplain wetland hydroperiod

a) *Rerun HSPF Hydrologic model*

Based on the 60 percent plans, Otak will refine and rerun the HSPF (Hydrologic Simulation Program Fortran) model developed in the North Marysville Master Drainage Plan to produce a continuous time series of runoff data. The continuous time series of runoff and associated peak rates will become the hydrologic input for all hydraulic analyses to be performed using HEC-RAS.

b) *Hydraulic Analysis of Stream Channel and Floodplain*

Based on the 60 percent plan, Otak will create a HEC-RAS model of the Hayho Channel throughout the project length, to:

- Evaluate the proposed stream channel with beaver dams and floodplain to verify that no flooding will occur along the channel.
- Evaluate the hydro-period of the proposed floodplain wetlands.

c) *Hayho Creek Stream Channel Stability Analysis*

Based on the 60 percent plans, and geomorphic assessment, Otak will conduct channel stability analysis to verify that the proposed design will be stable over the range of flow expected to occur in the stream.

d) *Draft Engineering Design Report*

Otak will prepare an engineering design report to document the design including stormwater calculations and design recommendations. The design report will be used primarily to facilitate the City's review of the engineering design. One draft (60%) and one final (100%), with a later phase of the project, design report will be prepared.

Task 2.3 Budget - \$50,000

Task 2.4—Permit Submittal and Coordination

c) *Coordinate with City of Marysville and Regulatory Agency Staff*

- Otak will participate in permit coordination meetings with Marysville, Ecology, WDFW, and USACE staff.
- Otak will prepare meeting minutes with detail on decisions made and action items identified.
- Otak will track permit status and follow up with persons that action items are assigned to.

a) *Otak will Prepare and submit the following Permits*

• *Ecology 401 Water Quality Certification*

Otak will complete the forms required by Ecology for Water Quality Certification for the project and transmit them to the City. The City will review and approve the forms and submit them to Ecology for review and approval.

• *A Water Quality Protection and Monitoring Plan (WQPMP)*

The plan will describe best management practices (BMPs) to be utilized to protect water quality during in-water work, note that the Water Quality Certification is in-water construction, whereas the Construction Stormwater General Permit will address stormwater. Note that Ecology can condition in a Water Quality Certification for this plan.

The WQPMP will show the location of water quality samples, number and frequency of samples to be taken, parameters to be sampled, sampling equipment, how detection of any exceedances of the water quality standards will be handled, notification to DOE in the case of any exceedances, and reporting of water quality sampling.

- *City Clearing and Grading Permit Application*

Otak will prepare the Clearing and Grading Permit application for the project and transmit it to the City for review and approval. It is assumed that the City Public Works will approve the permit and transmit it to the City's Planning Department for processing and approval.

- *Cultural Resources Inventory*

Otak will have a Cultural Resources Inventory report prepared by an appropriate sub-consultant to meet the provisions of Section 106 of the Historic Preservation Act, as required to meet the standards of the 404 permitting process.

Task 2.4 Budget - \$30,000

Task 2.5—Phase Coordination and Management

b) *Coordinate with City of Marysville and Project Team*

Otak will coordinate the execution of the project with the City of Marysville project manager and the project team. Otak will prepare agendas and meeting minutes as appropriate for coordination and committee meetings, and generally assist the City to schedule meetings, reviews, and other project support activities as required over the anticipated 6 month project duration.

c) *Coordinate with Utilities*

Some coordination with existing utilities may be necessary to accommodate the proposed improvements. Some of these may include power, communication, gas, sewer, or water. Otak's support will correspond and communicate with affected utilities for design coordination.

Task 2.5 Budget - \$10,000