


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 9/14/20**

<b>AGENDA ITEM:</b>	
Watershed Planning Project Professional Service Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Brooke Ensor, NPDES Coordinator	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
2 signed copies of the Professional Service Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40145040 541000	\$195,259
<p><b>SUMMARY:</b> The Council authorized Ecology Grant Agreement WQC-2020-MaryPW-00100 on July 27, 2020 for grant funding from the Department of Ecology to conduct a Watershed Planning Project. The grant award will cover the project cost up to \$185,251, with the City's responsibility being \$61,750. This is the Professional Service Agreement with Northwest Hydraulic Consultants (NHC) to complete the project. The Professional Service Agreement will not exceed \$195,259.</p> <p>This project will fulfill requirements from the Western Washington Phase II Municipal Stormwater Permit and will enhance the Surface Water Comprehensive Plan from 2016. The Watershed Plan will assess stream water quality and prioritize a sub-basin within the City for further actions. Then a list of priority stormwater retrofits and targeted programs will be developed for the sub-basin.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute the Watershed Planning Project Professional Service Agreement.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute Watershed Planning Project Professional Service Agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND NORTHWEST HYDRAULIC CONSULTANTS**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Northwest Hydraulic Consultants, Inc, a C corporation, incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 12787 Gateway Dr. S., Tukwila, WA 98168 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “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.
- 2. TERM.** The term of this Agreement shall commence on September 14, 2020 and shall terminate at midnight on January 30, 2023. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **one hundred ninety five thousand two hundred fifty nine dollars (\$195,259)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 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.

**4.6 INDEMNITY.**

a. Indemnification and Hold Harmless. The 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.

b. 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.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart “a” of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)                      \_\_\_\_\_ (Contractor Initials)

**4.7 INSURANCE.**

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage 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.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

d. **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.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The 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 Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence 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. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

#### **4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.



In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 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 the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**  
Brooke Ensor, NPDES Coordinator  
80 Columbia Ave  
Marysville, WA 98270

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

**Northwest Hydraulic Consultants (NHC)**

Patty Dillon, Principal  
12787 Gateway Dr S  
Tukwila, WA 98168-3308

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 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.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

**6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party 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.

**6.7 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.

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

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

**6.10 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.

**6.11 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 herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONSULTANT

By \_\_\_\_\_  
\_\_\_\_\_(Name)  
Its: \_\_\_\_\_(Title)

ATTEST/AUTHENTICATED:

\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**EXHIBIT A**  
**Scope of Services**

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.**

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# EXHIBIT A

## Scope of Work

### City of Marysville Watershed Planning

August 2020

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#### Introduction

The City of Marysville (City) is conducting watershed-scale stormwater planning as required under its National Pollutant Discharge Elimination System (NPDES) Phase II municipal stormwater permit. The study is funded by a water quality grant from the Washington Department of Ecology (agreement no. WQC-2020-MaryPW-00100). The planning study will cover the 21.4 square mile area encompassed by the city boundaries and associated urban growth area (UGA), largely draining to fish-bearing Quilceda and Allen creeks and ultimately the Snohomish River estuary.

The work will be conducted in two phases: Phase 1 will focus on characterization of water quality, flow, and ecological conditions throughout the study area and prioritization of a subbasin for detailed stormwater management planning. Phase 2 will identify specific project and policy actions to meet stormwater management goals in the selected subbasin, with the ultimate deliverable being a Stormwater Management Action Plan.

Northwest Hydraulic Consultants (NHC) will lead the consultant team (Consultant) performing the planning study. A detailed scope of work, including key deliverables, is described below. It is assumed that all deliverables will be provided in electronic format only unless noted otherwise. *Consultant will rely on the accuracy and completeness of data, materials, and information provided or generated by the City in relation to this Scope of Work.*

#### Task 1 – Project Management and Coordination

Consultant will track budget and progress of work and prepare and submit consolidated monthly invoices and progress reports to the City.

##### Assumptions:

- *All meetings will be held virtually, by telephone or video conference*
- *All deliverables will be submitted in electronic format.*
- *City will be responsible for submitting required grant deliverables to Ecology*

##### Deliverables:

- Meeting summary notes
- Monthly invoices and progress reports for duration of project

##### Anticipated Schedule:

- September 2020 – April 2022

#### Task 2 – Data Analysis/Receiving Water Assessment (S5.C.1.d.i)

The objective of this task is to assess the available data, identify any critical data gaps, and assess subbasin characteristics for variables related to current stormwater impacts and restoration potential.



This task includes a kickoff meeting with City staff within two weeks of receiving notice to proceed. The objectives of the meeting will be to discuss City objectives and priorities for planning, identify key metrics for project success, and coordinate data sources and acquisition.

Consultant will obtain relevant GIS data from the City, Snohomish County, and other publicly available sources. The following GIS data will be provided by the City, if available:

- stormwater system mapping and attributes, including facilities and drainage network
- stream system mapping
- drainage subbasin boundaries (from Snohomish County models if no City data available)
- critical areas mapping: wetlands, groundwater recharge, steep slopes
- drainage and water quality complaints
- parcel data with land use and ownership
- street network mapping
- impervious surface and land cover mapping
- riparian land cover/canopy mapping
- surface geology and/or infiltration potential mapping
- high resolution aerial photos
- LiDAR-based topography

Publicly available land cover, surface geology, aerial photos, and LiDAR topography will be used if City-specific data are not available. In addition to GIS data, Consultant will coordinate with the City to obtain flow, water quality, and habitat/B-IBI monitoring data; selected stormwater facility as-builts; previous studies related to stormwater planning, water quality or stream conditions; and geotechnical/hydrogeologic reports and boring logs.

City staff are planning to develop citywide land cover data from image analysis of new aerial photography expected later in 2020. Land cover data are anticipated by March 2021 and will be incorporated into the assessment if available on that schedule. In the event of significant delay, the lower resolution National Land Cover Dataset (NLCD) will be used for land cover analysis.

Consultant will review the assembled spatial data sources, including the following key activities:

- Identify subbasin planning units in coordination with the City. Targeted planning unit size is approximately 400-600 acres. Review Puget Sound Characterization assessment units and County hydrologic modeling subbasins to develop initial basin areas. Check subbasin boundary data against available topography and stormwater system mapping and refine boundaries as needed to reflect current drainage information.
- Perform desktop infiltration potential assessment based on available geology, soil borings, and previous studies. Hydrogeologic conditions will be characterized base on published soil and depth to groundwater characteristics.
- Review water quality monitoring data to determine whether state standards are being met for key constituents.
- Create relative pollutant loading maps based on land use and pollutant loading data from literature (e.g. Ecology S8 data).
- Create relative treatment maps for flow control and water quality based on existing facility ages and locations. If facility age (year designed or built) is not available in GIS, Consultant will work with City

staff to estimate treatment standard applicable for each facility from as-builts, development records, or other information.

Up to 3 staff from the Consultant team, accompanied by City staff if available, will conduct a one-day basin reconnaissance following initial review to familiarize ourselves with the watersheds and verify questions that arise during data review.

Consultant will confirm desired subbasin planning units with the City and analyze GIS and other source data to map key features and develop characterization attributes by subbasin to support a Stormwater Management Influence assessment as described in Stormwater Management Action Planning Guidance (Ecology, 2019; Publication 19-10-010). The characterization attributes will be used to score the relative levels of Importance and Degradation for each subbasin, as portrayed in the *Building Cities in the Rain* guidance document. Expected characterization attributes (depending on available data) include:

- Forest land cover
- Riparian forest
- Wetlands
- Stream length
- Fish use
- Groundwater recharge
- Impervious land cover
- Relative pollutant loadings
- Existing flow control
- Existing water quality treatment
- Water quality impairment (303d)
- Road crossing frequency

Consultant will document available data and sources and develop a series of up to 10 basin maps illustrating key features. GIS data will be assembled into an ESRI geodatabase and/or map package format. GIS characterization analysis steps will be captured in an ESRI Model Builder tool to allow characterization and scoring to be easily modified or repeated.

To supplement spatial and observed data, Consultant will also perform existing conditions hydrologic modeling for the Quilceda and Allen Creek basins using previously developed HSPF models. The City will obtain the most recent versions of the models and input data from Snohomish County. Consultant will review the models and advise the City regarding the vintage of land use data and extent to which stormwater facilities are represented in the model. (If desired by the City, Consultant can update to current land use and add key flow control facilities as an additional task beyond this scope.)

Consultant will run the hydrologic models and summarize flow metrics at subbasin outlets. Metrics will include peak flow frequencies and flow flashiness metrics with demonstrated correlation to stream ecology (*Little Bear Creek Watershed-scale Stormwater Plan*, Snohomish County, 2018).

Consultant will prepare an Existing Conditions Assessment summarizing the data analysis and subbasin characterization, documenting receiving water conditions, and characterizing potential for stormwater management influence. The assessment will include identification of any key data gaps and recommendations for future data collection. Collection of new data is beyond the scope of the current project.

Consultant will work with the City to develop responses to Ecology comments on Task 2 deliverables, as required by the City's grant agreement. City staff will prepare Response to Comments submittals.

The Consultant will communicate with the City on a regular basis throughout the task. Consultant will conduct regular project meetings (assumed to be video and/or telephone conferences) to provide status updates and discuss any anticipated scope or schedule issues approximately once a month for the project duration. Consultant will also conduct regular internal team meetings to coordinate on project status and shared tasks.

**Assumptions:**

- *No new data will be collected as part of this task. This includes survey, drainage system mapping, facility information, soil borings, and environmental monitoring.*
- *City will provide listed GIS data, monitoring data, geotechnical information, and reports (as available) at project kickoff.*
- *Consultant will coordinate with City to obtain existing water quality data. City will assemble water quality data from potential sources such as internal City studies, Snohomish County, Washington State Department of Ecology, and consultants who collected data for City during prior studies. City will deliver water quality data to Consultant for analysis.*
- *Budget assumes existing facility ages are available in GIS. Additional work by Consultant or City staff would be required to obtain from alternate data sources.*
- *City will obtain HSPF models and input datasets for Quilceda Creek and Allen Creek from Snohomish County. Models will be run as-is, unless City elects for an additional task to extend model simulation period, update land use based on more current data, and/or add representation of key stormwater facilities.*
- *All deliverables will be submitted in electronic format.*
- *City staff will prepare formal responses to Ecology comments.*
- *City will be responsible for submitting required grant deliverables to Ecology*

**Deliverables:**

- Source data inventory (spreadsheet)
- GIS data in ESRI geodatabase format
- ESRI Model Builder tool for characterization analysis
- PDF-format basin maps illustrating key features
- Draft Existing Conditions Assessment

**Anticipated Schedule:**

- September 2020 – June 2021

**Task 3 – Basin Prioritization (S5.C.1.d.ii)**

The objective of this task is to select a priority subbasin for stormwater retrofit planning. Prioritization will be based on characterization completed in Task 2 and input from internal and external stakeholders to determine where stormwater management actions would provide the most benefit to water quality and related restoration goals.

Consultant will work with City staff to select criteria for basin prioritization and to identify key internal and external stakeholders—including resource agencies, neighboring jurisdictions, Tribes and citizens—to provide input on criteria weighting and basin selection. Consultant will facilitate and document up to two online stakeholder outreach meetings to present results of the subbasin characterization, discuss proposed ranking criteria, and solicit feedback on priorities for basin selection. We suggest one technical stakeholder workshop (including Tribes, agencies, and municipal staff) and one presentation for the general public.

Consultant will consolidate meeting feedback, assisted by City staff, and work with City to finalize prioritization criteria and subbasin selection. If additional characterization criteria are identified through the stakeholder process, Consultant will update the GIS analysis and Existing Conditions Assessment as

appropriate. Consultant will document the prioritization process and subbasin selection in a Watershed Basin Prioritization Analysis report consistent with the outline in the grant agreement. Consultant will finalize report following review by City and Ecology.

Consultant will work with the City to develop responses to Ecology comments on Task 3 deliverables, as required by the City's grant agreement. City staff will prepare Response to Comments submittals.

The Consultant will communicate with the City on a regular basis throughout the task. Consultant will conduct regular project meetings (assumed to be video and/or telephone conferences) to provide status updates and discuss any anticipated scope or schedule issues approximately once a month for the project duration. Consultant will also conduct regular internal team meetings to coordinate on project status and shared tasks.

**Assumptions:**

- *City staff will contact stakeholders and send meeting invitations developed by Consultant. City will also be primary contact for stakeholder feedback.*
- *All deliverables will be submitted in electronic format.*
- *City staff will prepare formal responses to Ecology comments.*
- *City will be responsible for submitting required grant deliverables to Ecology.*

**Deliverables:**

- PowerPoint presentation(s) for stakeholder meetings
- Summary of stakeholder feedback
- Watershed Basin Priority Analysis report, draft and final versions

**Anticipated Schedule:**

- June – December 2021

**Task 4 – Stormwater Management Action Plan**

The objective of this task is to develop an Ecology-approved stormwater management action plan for the priority subbasin selected in Task 3. The plan will include capital projects (stormwater retrofits) as well as programmatic management actions.

Consultant will perform parcel-scale overlay analysis in GIS to identify potential retrofit sites in the selected subbasin. Factors to be considered will include presence and condition of existing stormwater facilities (including improvement needs or identified retrofit opportunity), property ownership, drainage area and upstream land use, infiltration potential, opportunity to coordinate with other projects, proximity to the drainage system, and topography. Our team will work with the City and key stakeholders to develop preliminary screening criteria to create a list of 15 to 20 potential retrofit sites. Consultant will conduct up to three days of preliminary field feasibility to identify opportunities or potential fatal flaws at the selected sites. Geotechnical information, including slope hazards and infiltration feasibility, will be based on best available data; follow-up field investigation is beyond the scope of this project.

Consultant will work with City staff, including stormwater, planning, and operations and maintenance staff, to develop a list of potential facility types, programs, and management actions consistent with City resources and protocols. Proposed facility types will be identified for each of the potential retrofit sites. Consultant will

present potential projects to City staff—and other stakeholders, if desired—and work with the City to select three retrofit projects for conceptual design.

Consultant will develop 10% conceptual designs and planning-level cost estimates for the three most promising project sites. Consultant will conduct site-specific survey to support design and plan development. Consultant survey will be limited to three 10-hour days of site surveys for a two-person survey crew. Utility locate or boundary and right-of-way research and survey are beyond the scope of this work and would be coordinated by City staff, as needed. Consultant will use the existing hydrologic models to simulate the three proposed projects and compare individual and collective project benefits versus existing conditions for selected metrics, such as runoff volume, pollutant loading, and hydroecologic metrics. Consultant will prepare brief (approximately 2-page) project summary sheets for each concept, including project description, cost, site schematic drawing, and description of project benefits and performance metrics (area treated, anticipated load reductions, etc.).

Consultant will work with the City and identified key stakeholders to determine relative priority and phasing for the capital and non-capital projects. The project list is expected to include projects developed to conceptual design as well as others identified as feasible but not advanced to conceptual design. Consultant will identify potential funding sources for proposed projects and programs as part of the implementation plan.

Consultant will facilitate and document one outreach meeting to present the draft plan. Consultant will work with the City to determine attendance list and to make the draft plan available via the City website prior to the meeting. Feedback will be collected via a survey sent out to meeting participants. Consultant will work with City staff to consolidate survey response and determine any changes to the plan.

Consultant will work with the City to develop responses to Ecology comments on Task 4 deliverables, as required by the City's grant agreement. City staff will prepare Response to Comments submittals.

The Consultant will communicate with the City on a regular basis throughout the task. Consultant will conduct regular project meetings (assumed to be video and/or telephone conferences) to provide status updates and discuss any anticipated scope or schedule issues approximately once a month for the project duration. Consultant will also conduct regular internal team meetings to coordinate on project status and shared tasks.

**Assumptions:**

- *City staff will contact stakeholders and send meeting invitations developed by Consultant. City will also be primary contact for stakeholder feedback.*
- *City will coordinate and provide required utility locate services and boundary and right-of-way research and survey.*
- *All deliverables will be submitted in electronic format.*
- *City staff will prepare formal responses to Ecology comments.*
- *City will be responsible for submitting required grant deliverables to Ecology*

**Deliverables:**

- PowerPoint presentation for stakeholder meetings
- Summary of stakeholder feedback

- 10% concept design plans for 3 projects
- Project summary sheets for 3 projects, including 10% planning level cost estimates
- Draft and final Watershed Basin Management Action Plan

**Anticipated Schedule:**

- September 2021 – June 2022

**Task 5 –Management Reserve**

To supplement spatial and observed data, Consultant will also perform existing conditions hydrologic modeling for the Quilceda and Allen Creek basins using previously developed HSPF models during Task 2. The City will obtain the most recent versions of the models and input data from Snohomish County. After the Consultant has reviewed the models and advised the City regarding the vintage of land use data and extent to which stormwater facilities are represented in the model, the City may decide that Consultant should update to current land use and add key flow control facilities. The Management Reserve can also be utilized if other significant data gaps or required analytical time are identified throughout the project.

**Cost Estimate**

TASK DESCRIPTION	NHC	AHBL	Aspect	Task Totals
Task 1. Project Management & Coordination	\$ 2,550	\$ -	\$ -	\$ 2,550
Task 2. Data Analysis	\$ 37,642	\$ 1,545	\$ 19,256	\$ 58,443
Task 3. Basin Prioritization	\$ 16,190	\$ 24,120	\$ -	\$ 40,310
Task 4. Stormwater Management Action Plan	\$ 35,062	\$ 44,806	\$ 4,088	\$ 83,956
Task 5. Management Reserve				\$ 10,000
				<b>\$195,259</b>