

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 12, 2021**

<b>AGENDA ITEM:</b>	
Professional Services Agreement – Geddes Remediation Design and Permitting	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Steven Miller, Senior Project Manager	<i>cc</i>
<b>DEPARTMENT:</b>	
Public Works (Engineering)	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40250594.563000, D1901	\$374,939.37
<b>SUMMARY:</b> The lagoon on the former Geddes property has been contaminated from prior uses, and requires clean up prior to development. The City desires to expand the Ebey Waterfront Park onto this site. The Geddes Remediation project proposes to fill the lagoon, and to mitigate stormwater and environmental impacts, which require a federal permit from the US Army Corps of Engineers (COE). This work includes a reroute of the existing stormwater outfall from the lagoon to Ebey Slough. The attached Professional Services Agreement with Parametrix, Inc. includes scope to design and provide permitting services.	
<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Parametrix, Inc. for design and permitting services for the Geddes Remediation Project.	
<b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Professional Services Agreement with Parametrix, Inc.	

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND PARAMETRIX, INC.**

**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 Parametrix, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 719 2<sup>nd</sup> Avenue, Suite 200, Seattle, WA 98104 (“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 \_\_\_\_\_ and shall terminate at midnight on December 31, 2022. 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 **Three hundred-seventy-four-thousand, nine-hundred-thirty-nine dollars and thirty-seven cents (\$374,939.37)** 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**

Steven Miller, P.E.

80 Columbia Avenue

Marysville, WA 98270

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

**PARAMETRIX, INC.**

Benn Burke

719 2<sup>nd</sup> Avenue, Suite 200

Seattle, WA 98104

**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\_\_\_\_\_.

PARAMETRIX, INC.

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

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

## EXHIBIT A- SCOPE OF WORK

### City of Marysville Geddes Marina Phase 2 Remediation Design and Permitting

#### PROJECT BACKGROUND

The City of Marysville (City) owns property on Ebey Slough, a tidal distributary of the Snohomish River, that are formerly the sites of the Geddes Marina at 1326 First Street in Marysville, Washington. Historically, the property was used for timber- and marine-related operations. A former log pond was modified to be the marina boat basin (referred to as the on-site lagoon). A weir formerly controlled tidal inflow and discharge from the lagoon. The weir is non-operational but partially remains. Sediment has accumulated behind the weir structure. A municipal stormwater outfall is present at the north end of the lagoon and stormwater and tidal waters discharge to Ebey Slough south from the derelict weir structure. The Geddes Marina property is currently vacant, with no buildings/structures present.

In 2016, the City initiated an interim remedial action (Phase 1 Remediation Project) on upland portions of the Geddes Marina property, which included the removal of existing structures and the placement of a cap of 6 inches of clean, imported soil. In 2018 the City initiated work on two associated projects: the Ebey Waterfront Park Expansion project, which would expand the adjoining Ebey Waterfront Park onto the Geddes Marina property, and the Downtown Stormwater Treatment (DSTP) project, which is a stormwater retrofit project to treat stormwater runoff from downtown Marysville. The DSTP facility will be located on an upland area at the Geddes Marina site adjoining Front Street. Parametrix has been supporting both projects by providing survey, utility location, civil design, surface water design, critical areas assessments, endangered species act assessments, and environmental permitting support.

In 2020 the City completed a Remedial Investigation and Feasibility Study (RI/FS). The RI/FS was conducted on the site as an independent action. The RI/FS evaluated three cleanup alternatives for the site. Alternative 1 was no further action. Alternative 2 was to cap impacted sediment to the ordinary high-water mark (OHWM) of the former boat basin/lagoon area with imported clean material. Alternative 3 involved removal of impacted sediment from the lagoon through mechanical dredging. The RI/FS recommended that the City advance Alternative 2 as the Phase 2 remedial approach. The Phase 2 Remediation will be implemented as an independent action. The City will lead the coordination with Ecology to facilitate review and approval of the project. This scope of work includes the following tasks to support the City's implantation of the RI/FS Alternative 2 as the Phase 2 Remediation project:

#### TASK 1 – PROJECT ADMINISTRATION

##### Task 1.1 – Administration and Coordination

The purpose of this task is to provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, subconsultant management, project team coordination, and quality control/assurance program.

Activities:

- Prepare a project schedule.
- Prepare monthly billing review and invoices.
- Prepare monthly progress reports and project status updates.
- Conduct Subconsultant management and contracting.
- Monthly administrative project support.

Deliverables:

- Base Project Schedule
- Monthly invoices with progress reports and schedule updates

### Task 1.2 – Team Meetings

The project includes up to six team meetings. Anticipated team meetings are:

- Kick off
- Alternatives Analysis Workshop
- Review of geotechnical exploration and additional survey prior to initiation of Preliminary Design
- Review of Preliminary Design and Associated Cost Estimate
- Review of Plans Specifications following City Review of 60% design
- Review of Plans Specifications following City Review of 90% design

General Project Assumptions:

- The budget provides for 16 months of project management (May 2021 through September 2022).
- All submittals will be in electronic file format. The City is responsible for publication and distribution of printed materials and notices, if necessary.
- All submittals include draft and final versions unless otherwise specified.
- Subconsultant contracting is limited to two firms.
- Oversight and review of subconsultant products is included in task-specific budgets.
- The project includes up to six team meetings. Anticipated team meetings are:
  - Kick off
  - Alternatives Analysis Workshop
  - Review of geotechnical exploration and additional survey prior to initiation of Preliminary Design
  - Review of Preliminary Design and Associated Cost Estimate
  - Review of Plans, Specifications, and Estimate following City Review of 60% design
  - Review of Plans, Specifications, and Estimate following City Review of 90% design
- The City selected alternative will be consistent with Alternative 2 identified in the RI/FS.
- This scope of work does not include additional remedial investigations. Previous investigations are sufficient for the implementation of the Phase 2 Remediation project.
- All meetings will be remote via MS Teams or similar platform.
- This scope of work does not include additional remedial investigations. Previous investigations are sufficient for the implementation of the Phase 2 Remediation project.



## TASK 2 – ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN

The purpose of this phase is to evaluate alternatives for a stormwater pipeline to convey flows from the DSTP discharge location to Ebey Slough and to identify the preferred approach for the lagoon cap to advance to preliminary design. This task does not include revisiting the recommended remediation alternative identified in the RI/FS. This task will focus on evaluating alternative approaches to mitigate or manage anticipated settlement associated with the proposed cap and lagoon fill.

### Task 2.1 – Alternatives Analysis

#### Activities:

- Evaluate two alternatives for the stormwater conveyance pipeline. Perform cost-benefit evaluations and determine the preferred stormwater conveyance pipeline alignment and configuration. Alternatives will include concepts for mitigating or managing settlement of the pipeline.
- Evaluate two alternatives for mitigating or managing anticipated settlement for the lagoon cap.
- Present the proposed approaches to City staff in a 2-hour workshop meeting (included in Task 1)
- Identify potential below-ground constraints and considerations.
- Perform preliminary hydraulic conveyance analysis for the stormwater pipeline.
- Provide planning level cost opinion for each alternative.
- Prepare an Alternatives Technical Memorandum (TM) to support preliminary design and permit applications.
- Prepare a Permit Matrix for the City-selected stormwater conveyance and lagoon cap alternatives.

#### Assumptions:

- One alternative will be consistent with the stormwater conveyance concept described under Alternative 2 in the RI/FS. One alternative will evaluate an easterly pipeline alignment. One alternative will evaluate a central pipeline alignment.
- Each alternative pipeline alignment will include an assessment of the feasibility of designing the pipeline to tolerate anticipated settlement versus the feasibility of constructing the pipeline to mitigate for anticipated settlement.
- The evaluation of alternatives for the lagoon cap will be limited to evaluating up to two grading concepts for managing or mitigating anticipated settlement resulting from the lagoon fill.
- The City will select the preferred lagoon cap and stormwater conveyance pipeline alternative prior to start of Tasks 2.2 and 2.3.

#### Deliverables:

- Alternatives TM
- Permit Matrix

### 2.2 – Geotechnical Characterization

The purpose of this task is to collect subsurface information of the site to support the evaluation of alternatives for the stormwater conveyance pipeline and lagoon cap and the preliminary and final design of the lagoon cap and stormwater conveyance pipeline.

Activities:

- Alternatives Analysis and Preliminary Design Support
  - Evaluate impacts the existing subsurface conditions will have on the design and long-term performance of the lagoon cap and up to three alignments for the stormwater conveyance pipeline (based on review of existing subsurface data of lagoon sediment and Geddes Marina).
  - Evaluate up to three alternatives for mitigation of settlement based on proposed fill/placement stormwater pipeline.
  - Evaluate anticipated impacts of a design level seismic event to the functionality of the stormwater conveyance system and alternatives for mitigation of seismic slope stability and liquefaction/lateral spreading.
  - Provide input for subgrade preparation and placement of lagoon fill
  - Provide input for excavation support for stormwater pipeline during construction.
  - Provide input of construction costs for alternatives for planning level cost evaluation
  - Prepare Geotechnical Alternatives TM
- Geotechnical Explorations for Lagoon Fill and Outfall Design
  - Generate Geotechnical Work Plan for borings once the preferred alignment for stormwater conveyance pipeline is selected.
  - Perform site reconnaissance and utility locates for borings.
  - Drill 2 Borings to explore subsurface conditions soils for installation of stormwater conveyance and evaluate compressibility of existing alluvial/marsh deposits within the stormwater conveyance pipeline alignment.
  - Submit samples for analytical testing for profiling cuttings
  - Prepare logs and assign laboratory testing for samples obtained during drilling.
  - Review profile testing of Geddes site and coordinate disposal.
- Geotechnical Support Services for Final Design
  - Construct 2 geologic profiles for evaluating potential differential settlements across lagoon and along stormwater outfall alignment
  - Estimate potential consolidation settlements due to placement of fill and stormwater conveyance pipeline.
  - Perform liquefaction analyses to determine depth of liquefaction.
  - Evaluate slope stability and potential of lateral spreading of the riverbank along the Slough
  - Provide earth pressures for stormwater pipeline energy dissipation vault design
  - Provide recommendations for fill placement in the lagoon
  - Provide recommendations to resist buoyancy for stormwater pipeline energy dissipation vault
  - Provide recommendations for utilities and earthwork
  - Provide recommendations for selected liquefaction mitigation method
  - Miscellaneous design support
  - Review geotechnical aspects of the plans and specifications
  - Prepare draft and final geotechnical report
- Participate in kick-off and up to 2 workshops/team meetings.

Assumptions:

- Proposed number of borings assumes that the preferred stormwater conveyance alignment has been selected prior to drilling.

- Scope includes analytical testing of cuttings from borings for profiling and disposal at a suitable facility and does not include environmental testing for purposes of characterization of subsurface soils.
- The drums can be left on the Geddes Marina site while they are being tested for contamination. HWA will coordinate the disposal of drummed investigation derived waste (IDW). IDW disposal estimate assumes that IDW meets Subtitle D landfill criteria and is not considered hazardous waste.
- All required rights of entry will be provided by others at no cost to HWA.
- Boring locations will be field located using handheld GPS and measurement from existing known features. Locations will be stakes for location during the supplemental survey.

Deliverables:

- Geotechnical Exploration Work Plan
- Geotechnical Alternatives TM
- Geotechnical Findings Report

### Task 2.3 – Preliminary (30%) Design

Activities:

- Complete preliminary design drawings, including civil, structural, and landscape restoration drawings

The proposed plan sheets to be delivered for this task are listed as follows:

➤ Cover with Vicinity Map and Sheet Index	1 sheet
➤ Notes, Legend and Abbreviations	1 sheet
➤ Survey Notes and Control	1 sheet
➤ Grading and Drainage Plan	2 sheets at 1 inch = 20 feet scale
➤ Grading and Drainage Profiles	2 sheets
➤ Grading and Drainage Details	2 sheets
➤ Landscape Restoration Plan and Details	<u>1 sheet</u>
	<b>10 sheets total</b>

- Develop preliminary Engineer’s Opinion of Probable Cost (EOPC).
- Identify supplemental field survey needs, including utility locates, and provide survey to base map.
- Conduct Supplemental Survey
- Coordinate design with ongoing DSTP and Ebey Waterfront Park development projects
- Perform hydraulic and civil design and prepare basis of design memorandum.

Assumptions:

- Significant conflicts with existing utilities or site features and are not anticipated. This will be identified and evaluated in Task 2.1.
- Supplemental survey is assumed to require up to two days of in the field and 12 hours of office time.
- Additional utility locates are not included. The City will provide additional survey location services, if needed.
- Key decisions will be made by the City during the Task 2.1 work including: preferences for stormwater pipeline alignment, and outfall energy dissipator type and location, preferences for the look and aesthetic considerations, a preferred approach to mitigate or manage settlement of lagoon cap, a preferred

approach to mitigate or manage settlement of the stormwater conveyance pipeline, and a preferred approach to providing the required compensatory wetland and shoreline mitigation.

- Stormwater pipeline and energy dissipater design will be coordinated with the ongoing DSTP design. It is imperative that the hydraulic characteristics of the pipeline and outfall consider upstream effects at the stormwater treatment system.
- Landscape restoration design will be limited to turf restoration for the lagoon cap area for upland portions of the Geddes Marina site and shoreline/buffer restoration as needed to meet anticipated regulatory and environmental permit requirements. The design of compensatory mitigation is not included.
- The City will provide one set of resolved and consolidated comments on 30% design, which will be incorporated into the 60% design submittal. This task does not include a draft and final 30% design submittal.
- Comments on the updated Basis of Design TM will be incorporated into the 60% design submittal. This task does not include a draft and final 30% Basis of Design TM.
- Deliverables will be submitted electronically using a City-selected platform.
- The 30% Plans will be the basis for the Corps of Engineers and Ecology 404/401 Permit applications.
- The City will facilitate coordination with Ebey Waterfront Park design elements.

Deliverables:

- Draft and final Basis of Design TM describing basis of design including a description of how hydraulic performance at the outfall does not negatively affect the upstream stormwater treatment system.
- Preliminary design (30%) drawings.
- Preliminary (30%) engineer’s estimate of probable cost.
- Draft Basis of Design TM.

### TASK 3 – DETAILED DESIGN

This phase includes services for detailed design and includes tasks for intermediate (60%), pre-final (90%), and final (100%) design.

#### Task 3.1 – Intermediate (60% Design)

Activities:

- Advancement of drawings to intermediate design level, including civil, structural, and landscape restoration design drawings.
- The proposed plan sheets to be delivered for this task are listed as follows:
  - Cover with Vicinity Map and Sheet List 1 sheet
  - Notes, Legend and Abbreviations 1 sheet
  - Sheet Index Map 1 sheet
  - Survey Notes and Control 1 sheet
  - Site Preparation, Demolition, and TESC Plan 1 sheet at 1 inch = 20 feet scale
  - Site Preparation, Demolition, and TESC Details 1 sheet
  - Grading and Drainage Plan 2 sheets at 1 inch = 20 feet scale
  - Grading and Drainage Profiles 2 sheets

## SCOPE OF WORK (continued)

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➤ Grading and Drainage Details	2 sheets
➤ Landscape Restoration Plan and Details	1 sheet
➤ Structural Plan	1 sheet
➤ Structural Details	2 sheets
➤ Piling Plan	1 sheet at 1 inch = 20 feet scale
➤ Piling Details	<u>1 sheet</u>
	<b>18 sheets total</b>

- Develop draft technical specifications.
- Advancement of EOPC to intermediate design level.
- Update Basis of Design TM describing basis of design.
- Prepare 60% design set and 60% Basis of Design TM for submittal to Ecology for review of the proposed independent action.

### Assumptions:

- The same applicable assumptions described for preliminary (30%) and intermediate (60%) design apply.
- Technical specifications will be prepared in WSDOT format.
- Division 1 special provisions will be provided by the City for compilation with special provisions by Parametrix.
- One meeting with the City is included to discuss the intermediate design before the City's review of the submittals.
- Parametrix will prepare the updated Basis of Design TM as part of the 60% submittal to Ecology.
- Ecology will approve the proposed independent remedial action based on the 90% design submittal.
- The City will lead coordination with Ecology and others related to the independent clean up action.
- The City will provide one set of resolved and consolidated comments on the 60% design, which will be incorporated into the 90% design submittal. This task does not include a draft and final 60% design submittal.
- City and Ecology Comments on the updated Basis of Design TM will be incorporated into the 90% design submittal. This task does not include a draft and final 60% Basis of Design TM.
- Ecology will concur with the proposed remediation design concept prior to implantation of Task 3.2.
- The 60% Plans will be the basis for the City Environmental and Land Use Permit Applications

### Deliverables:

- Intermediate (60%) design drawings.
- Draft contract documents including special provisions as single pdf file, electronic only
- Intermediate (60%) EOPC
- Updated Basis of Design TM

### Task 3.2 – Pre-Final (90% Design)

#### Activities:

- Advancement of drawings to pre-final design level.
- Develop pre-final contract documents and technical specifications.

- Provide input contract documents and Division 1 special provisions such as bid form, summary of work, price and payment.
- Advancement of EOPC to pre-final design level.

Assumptions:

- The list of plan sheets is the same as for 60% design
- Same assumptions as described for 30% and 60% design.
- Contract documents will be provided by the City for compilation with the special provisions by Parametrix
- One meeting with the City is included to discuss the pre-final design before the City's review. The meeting will be attended by three Parametrix staff.
- Parametrix will update and finalize the Basis of Design TM as part of the 90% submittal to Ecology.
- Ecology will approve the proposed independent remedial action based on the 90% design submittal.
- The 90% plans will provide the basis for the WDFW HPA and NPDES Permits.
- The City will provide one set of resolved and consolidated comments on the 90% design, which will be incorporated into the final design submittal. This task does not include a draft and final 90% design submittal.

Deliverables:

- Pre-final (90%) design drawings
- Pre-final technical specifications
- Pre-final (90%) EOPC
- Updated Basis of Design TM

### Task 3.3 – Final (100% Design)

- Activities:
- Advancement of drawings to final design level, including civil, mechanical, structural, and electrical design drawings.
- Draft final contract documents and technical specifications.
- Advancement of EOPC to final design level
- Prepared responses to Ecology 90% comments in a TM format.
- Revise the Basis of Design TM per Ecology comments as directed by the City.

Assumptions:

- Same assumptions described for previous design iterations.
- One meeting with the City is included to discuss and review the final design prior to submittal.
- The City's engineering comments and building department comments on 90% design will be incorporated into the final (100%) design submittal.
- Assumes one bid package and no pre-procurement packages.

Deliverables:

- Final design (100%) drawings, as single pdf and CAD file
- Final (100%) EOPC

- Responses to Ecology Comments on 90% Design
- Revised Basis of Design TM

## TASK 4 – ENVIRONMENTAL ANALYSIS AND PERMITTING SUPPORT FOR PHASE 2 REMEDIATION PROJECT

This task includes services to support obtaining the following environmental and land use permits and approvals:

- City of Marysville
  - Shoreline Permit
  - Floodplain Development Permit
  - SEPA (via addendum of existing determination)
  - Critical Area review
- Corps of Engineers Section 404/10 Nationwide Permit
- Ecology 401 Individual Water Quality Certification
- Washington Department of Fish and Wildlife Hydraulic Project Approval
- Ecology NPDES Construction Stormwater General Permit (CSWGP)

### Task 4.1 – Technical Studies and Plans

Parametrix will prepare technical studies and plans to support submittal of the environmental permits and approvals listed above. The studies and plans will be based on those formerly completed for the Ebey Waterfront Park Expansion Project and the DSTP project.

Activities:

- Wetland Delineation/OHWM Determination. Wetland and OHWM Determinations on the Geddes Marina were completed during the Ebey Waterfront Park Expansion project preliminary design phase. This scope of work includes a site visit to confirm and reflag the delineated wetland and OHWM boundary in proximity to the proposed new outfall prior to submittal of City environmental and land use permit applications but does not include additional delineations or determinations prior to completing the Critical Areas Study.
- SEPA Documentation. The City as the SEPA lead agency issued a determination of non-significance (DNS) for the Phase 2 Remediation Project in 2016. The DNS is assumed to be valid. Parametrix will prepare a SEPA addenda in TM format that identifies key similarities between the 2016 and current proposal and identify additional impacts and mitigation measures, if applicable.
- Technical Studies and Reports. The Consultant shall also prepare the following technical materials to supplement local, state, and federal permit applications:
  - Geotechnical Report: (per Task 2.3)
  - Critical Areas Study: Revise the Critical Areas Study prepared for the Ebey Waterfront Park project to address Wetlands, Fisheries, and regulated buffers per City of Marysville requirements specific to the Geddes Marina Site.
  - Prepare a conceptual mitigation plan specific the proposed Geddes Marina Phase 2 Remediation Project. The project will utilize mitigation credits available at the City's Qwuloolt advanced mitigation site and/or credits purchased from a certified wetland or habitat bank. The conceptual mitigation plan will include a project specific Advanced Mitigation Site Use/Bank Use Plan.
  - Section 106/Cultural Resources Report: Revise the Section 106/Cultural Resources Report prepared for the Ebey Waterfront Park project to address conditions specific to the Geddes Marina Site.

- Biological Assessment: Revise the Biological Assessment prepared for the Ebey Waterfront Park project to address conditions specific to the Geddes Marina Site.
- Stormwater Pollution Prevision Plan: Prepare a Preliminary SWPPP Report prior to preparation of the CSWGP.

Assumptions:

- The previously conducted wetland and OHWM determinations will be sufficient for approval of the Phase 2 Remediation project.
- There are sufficient credits available at the Qwuloolt advance mitigation site to meet the project needs and/or sufficient credits are available at an approved mitigation or habitat bank. Currently the project is not within the service area of an approved mitigation bank; however, the site is within the service area of a mitigation bank that is pending certification.
- Purchase of mitigation credits or associated fees is not included.
- The City will be the SEPA lead agency.
- The previously issued DNS will be sufficient for approval of the Phase 2 Remediation by state agencies.
- No additional technical analysis or special studies will be required to support a City review of the SEPA beyond those identified in this scope of work or previously prepared for prior phases of work.
- The project will not utilize state or federal funding for construction, which would trigger additional environmental documentation.
- Completion of the NHPA Section 106 consultation can be completed based on existing site-specific information. No additional field survey or investigation will be required.
- No on-site features will be determined eligible for listing on the National Register of Historic Places. The project will not result in impacts to eligible cultural or historic resources.
- The ESA Section 7 consultation can be completed based on existing site-specific information. No additional field survey or investigation will be required.
- The project can be designed to meet ESA Section 7 guidelines for informal consultation. Support of the preparation of a Biological Opinion is not included.
- The project can be designed to meet state and federal guidelines for outfalls, bank armoring, fish screens, and fish exclusion.
- Ecology will not require submittal of the Preliminary SWPPP prior to issuance of CSWGP. This scope of work does not include the preparation of a final SWPPP. A final SWPPP will be contractor-provided.

Deliverables:

- Critical Areas Study
- Mitigation Plan
- SEPA Addendum Technical Memoranda
- Section 106/Cultural Resources Report
- Biological Assessment
- Preliminary Stormwater Pollution Prevention Plan

### Task 4.2 – City Permit Applications

Compile and prepare applications for identified City environmental and land use permits.

Activities:



- Prepare SEPA addendum TM.
- Prepare Shoreline Substantial Development Permit.
- Prepare Shoreline Master Plan Consistency Memorandum.
- Prepare Shoreline Permit JARPA application.
- Floodplain Development Permit application.
- Floodplain Permit ESA Checklist.
- Coordinate with City planning department to identify permit thresholds and submittal requirements.
- Respond to City planning department comments on permit materials.
- Revise permit materials per City planning department comments.

Assumptions:

- A Railroad Use permit will not be required.
- A Conditional Use permit will not be required.
- The project will not require issuance of a critical area exemption, exception, or variance.
- The project will not trigger the need for compensatory floodplain storage.
- The project will not trigger the need for a zero-rise analysis.
- The project will not require modeling to demonstrate compliance with floodplain development requirements.
- The project will not require completion of a flood hazard certification.
- The City will lead and be responsible for applications for construction, utility, and right-of-way use permits.
- No evaluation of traffic impacts will be required.
- The City will be responsible for all permit application fees and third-party review fees.
- The City will be responsible for the publication of all notices and announcements.

Deliverables:

- Shoreline Substantial Development Permit Application and associated materials
- Floodplain Development Permit Application and associated materials

### Task 4.3 – State and Federal Permit Applications

Compile and prepare applications for State and Federal Environmental Permits and supporting materials

Activities:

- Agency Coordination and Preapplication Meetings. Lead coordination with regulatory agencies. Anticipated agency coordination meetings include site visits with: WDFW, Ecology (Water and Shorelines), Ecology (Waste and Toxics), and Tribes.
- Prepare JARPA for Corps/Ecology Section 404/10/401 Submittal
- Prepare JARPA figures for Corps/Ecology Section 404/10/401 Submittal
- Prepare and coordination Public Notice materials for Ecology 401 Individual Water Quality Certification
- Update critical areas study/mitigation plan/Advanced Mitigation Site Use/Bank Use Plan to support Corps and Ecology permit submittals.
- Prepare Coastal Zone Management Consistency Determination submittal.
- Revise JARPA to support WDFW HPA on-line submittal.

- Complete HPA submittal process.
- Complete materials for CSWGP Notice of Intent documentation.
- Prepare Substantial Development Permit application
- Prepare Shoreline Master Plan Consistency Memorandum
- Prepare Shoreline Permit JARPA application
- Floodplain Development Permit application
- Floodplain Permit ESA Checklist
- Coordinate with City planning department to identify permit requirements.
- Respond to City planning department comments on permit materials
- Revise permit materials per City planning department comments

Assumptions:

- The project will not utilize state or federal funding for construction, which would trigger additional environmental documentation.
- The project will qualify for a Corps of Engineers Nationwide Permit.
- The current Corps Nationwide Permit program expires in March 2022 and may be updated prior to that date. The Corps will issue new Nationwide Permits prior to construction. The project will be grandfathered under the current permit program or the newly issued Nationwide Permits will have similar requirements and conditions as the current program.
- A Corps of Engineers Individual Permit will not be required.
- A Corps of Engineers 404(b)(1) Alternatives Analysis will not be required.
- A Coast Guard permit will not be required.
- A FEMA CLOMR or LOMR will not be required.
- The project will qualify for a CSWGP.
- The current NPDES General Permit program expires on December 31, 2020. Ecology will issue a new NPDES CSWGP prior to completion of final design, which will have similar requirements and conditions as the current program.
- The project will not require review under NEPA. The Corps of Engineers NWP program has been evaluated programmatically under NEPA.
- The scope of work anticipates up to 2 agency site visits and anticipates combined attendance at the site visits.
- The City will be responsible for all permit application fees and third-party review fees.
- The City will be responsible for the publication of all notices and announcements.

Deliverables:

- Corps/Ecology JARPA form and figures
- Ecology 401 Public Notice materials
- CZM Consistency Determination Submittal
- WDFW JARPA/on-line HPA submittal materials
- NPDES Notice of Intent Submittal

#### Task 4.4 – Coordination/Permit Support

The City is anticipated to submit for the long-lead time permits and reviews identified above (City of Marysville Shoreline Permit, City of Marysville Floodplain Development Permit and City of Marysville Critical Areas Review,

Corps of Engineers 404/10 and Ecology 401) using preliminary and/or intermediate level design information. Ongoing coordination will be required to provide the City and regulatory agencies additional project information to support the permit application process as design is advanced.

Assumptions:

- Parametrix will provide ongoing support to the City during the permit review and approval process up the level of effort identified in project budget.
- Level of effort for Coordination/Permit Support assumes 16 hours each month for 12 months.

Deliverables:

- Responses to Requests for Information from regulatory agencies.
- Responses to comments from the regulatory agencies on permit submittals.

# EXHIBIT A

## Geddes Marina Phase 2 Remediation Design

### Labor Summary

			2-Oct-20																			
			Billing Rates:																			
Task	Subtask	Description	Labor Dollars	Labor Hours	Benn Burke	David Dinkuh	Joel Linke	Brandon Moss	Steve Wagner	Cooper Odegard	Alvin Valencia	Jason Ceralde	Paul S. Fendt	Adam Merrill	Alyssa Worsham	Steve Krueger	Bob Pusey	Griffin Harger	Shanon Harris	Debra Fetherston	Lori Gilbertson	
					\$258.83	\$250.87	\$205.30	\$136.08	\$229.16	\$120.28	\$172.41	\$117.07	\$281.29	\$165.78	\$121.06	\$178.33	\$225.29	\$131.33	\$295.13	\$127.95	\$143.49	\$134.58
01		<b>Project Administration and Coordination</b>	<b>\$40,721.55</b>	<b>203</b>	<b>91</b>	<b>12</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>32</b>	
01	01	Project Administration	\$32,168.10	166	80	2	0	0	0	0	0	0	0	0	0	0	0	0	0	52	0	32
01	03	Team Meetings	\$8,553.45	37	11	10	3	3	3	3	0	0	4	0	0	0	0	0	0	0	0	0
02		<b>Alternatives Analysis and Preliminary Design</b>	<b>\$69,064.95</b>	<b>384</b>	<b>22</b>	<b>61</b>	<b>42</b>	<b>66</b>	<b>14</b>	<b>105</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>2</b>	<b>15</b>	<b>20</b>	<b>4</b>	<b>9</b>	<b>0</b>
02	01	Alternatives Analysis	\$32,238.23	168	20	38	18	22	6	31	0	2	10	0	12	0	0	2	0	2	5	0
02	03	Geotechnical Characterization	\$2,154.21	9	2	6	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
02	04	Preliminary (30%) Design	\$34,672.51	207	0	17	24	44	8	74	0	0	0	0	0	0	2	12	20	2	4	0
03		<b>Detailed Design</b>	<b>\$86,103.39</b>	<b>520</b>	<b>10</b>	<b>76</b>	<b>22</b>	<b>62</b>	<b>44</b>	<b>170</b>	<b>80</b>	<b>33</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>
03	01	Intermediate (60%) Design	\$46,655.63	294	2	30	10	48	28	97	40	26	1	0	0	0	0	0	0	0	12	0
03	02	Prefinal (90%) Design	\$18,954.57	116	3	18	1	8	6	44	24	6	0	0	0	0	0	0	0	0	6	0
03	03	Final (100%) Design	\$20,493.19	110	4.5	28	11	6	10	29	16	1	0	0	0	0	0	0	0	0	4	0
04		<b>Environmental Analysis and Stormwater Improvement Permits</b>	<b>\$102,113.48</b>	<b>590</b>	<b>158</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>88</b>	<b>182</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>
04	01	Technical Studies and Reports	\$35,146.07	217	26	0	0	32	0	0	0	4	0	40	54	48	0	0	0	0	13	0
04	01	City Permit Applications	\$14,133.79	83	20	0	0	0	0	24	0	0	8	0	28	0	0	0	0	0	3	0
04	01	State and Federal Permit Applications	\$14,217.62	98	16	0	0	8	0	20	0	0	0	0	52	0	0	0	0	0	2	0
04	04	Agency Coordination and Permit Coordination	\$38,616.00	192	96	0	0	0	0	0	0	0	0	48	48	0	0	0	0	0	0	0
<b>Labor Totals:</b>				1,697	281	149	67	171	61	322	80	39	23	88	194	48	2	15	20	56	49	32
<b>Totals:</b>			<b>\$298,003.37</b>		<b>\$72,601.82</b>	<b>\$37,379.63</b>	<b>\$13,755.10</b>	<b>\$23,269.68</b>	<b>\$13,978.76</b>	<b>\$38,730.16</b>	<b>\$13,792.80</b>	<b>\$4,565.73</b>	<b>\$6,469.67</b>	<b>\$14,588.64</b>	<b>\$23,485.64</b>	<b>\$8,559.84</b>	<b>\$450.58</b>	<b>\$1,969.95</b>	<b>\$5,902.60</b>	<b>\$7,165.20</b>	<b>\$7,031.01</b>	<b>\$4,306.56</b>

**Subconsultants**

HWA Geosciences	\$71,434.00
Willamette CAR	\$4,960.00

**Subconsultants Total:**

**\$76,394.00**

**Other Direct Expenses**

Mileage - \$0.58/mile	\$232.00
Survey Equipment (\$155/Use)	\$310.00

**Other Direct Expenses Total:**

**\$542.00**

**Project Total**

**\$374,939.37**

# EXHIBIT A

## Geddes Marina Phase 2 Remediation Design

### Labor Detail

		Name	Benn Burke	David Dinkuhn	Joel Linke	Brandon Moss	Steve Wagner	Cooper Odegard	Alvin Valencia	Jasona Ceralde	Paul S. Fendt	Adam Merrill	Alyssa Worsham	Steve Krueger	Bob Pusey	Griffin Harger		Shanon Harris	Debra Fetherston	Lori Gilbertson			
		Classification	Sr Consultant	Sr Consultant	Senior Engineer	Engineer III	Sr Structural Engineer	Engineer II	Designer IV	Planner II	Sr Consultant	Scientist IV	Planner III	Sr. Scientist	Survey Supervisor	Surveyor III	Survey Crew	Project Controls Specialist	Publications Supervisor	Sr. Project Accountant			
		Role	Project Manager Environmental Lead	Design Manager Civil Lead	H&H Lead	Conveyance Designer	Structural Lead	Civil Designer	Structural Details	Restoration Design	Surface Water Lead	Critical Areas Lead	Project Planner	Fish and Wildlife Lead	Survey Lead	Survey Crew Lead	Survey Crew	Project Controls	Publications Lead	Project Accountant			
		Billing Rates:	\$258.83	\$250.87	\$205.30	\$136.08	\$229.16	\$120.28	\$172.41	\$117.07	\$281.29	\$165.78	\$121.06	\$178.33	\$225.29	\$131.33	\$295.13	\$127.95	\$143.49	\$134.58			
		2-Oct-20																					
Description	Labor Dollars	Labor Hours																					
<b>1 1 Project Administration</b>	<b>\$32,168.10</b>	<b>166.0</b>	<b>80</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>32</b>	
Prepare a project schedule.	\$2,048.86	10.0	4	2																	4		
Prepare monthly billing review and invoices.	\$6,294.56	32.0	16																				16
Prepare monthly progress reports and project status updates.	\$8,235.68	48.0	16																				32
Conduct Subconsultant management and contracting.	\$7,306.44	44.0	12																				16
Monthly administrative project support.	\$8,282.56	32.0	32																				
<b>1 2 Team Meetings</b>	<b>\$8,553.45</b>	<b>37.0</b>	<b>11</b>	<b>10</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Kick off	\$1,481.81	7.0	1	1	1	1	1	1	1			1											
Alternatives Analysis Workshop	\$2,601.38	10.0	4	4								2											
Review of geotechnical and survey work	\$1,049.82	4.0	2	1								1											
Review of Preliminary Design and Associated Cost Estimate	\$1,888.32	8.0	2	2	2		2																
Review of Plans Specifications following City Review of 60% design	\$1,532.12	8.0	2	2			2		2														
<b>2 1 Alternatives Analysis</b>	<b>\$32,238.23</b>	<b>168.0</b>	<b>20</b>	<b>38</b>	<b>18</b>	<b>22</b>	<b>6</b>	<b>31</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Evaluate two alternatives for the stormwater conveyance pipeline.	\$9,297.12	40.0	8	16				8			8												
Evaluate two alternatives for the lagoon cap.	\$3,042.28	12.0	4	8																			
Identify potential below-ground constraints and considerations.	\$754.09	5.0		1				2								2							
Perform preliminary hydraulic conveyance analysis for the stormwater pipeline.	\$6,629.59	37.0		1	16	16	4																
Provide planning level cost opinion for each alternative.	\$6,345.16	35.0	2	8	2	6	2	9		2	2												2
Prepare an Alternatives TM	\$5,024.60	32.0	4	4				12								8							4
Prepare a Permit Matrix\	\$1,145.39	7.0	2												4								1
<b>2 2 Geotechnical (See HWA Budget for Details)</b>	<b>\$2,154.21</b>	<b>9.0</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Coordinate Geotechnical Work	\$633.07	3.0		2																			1
Review Geotechnical Deliverables	\$1,521.14	6.0	2	4																			
<b>2 3 Preliminary Design</b>	<b>\$34,672.51</b>	<b>207.0</b>	<b>0</b>	<b>17</b>	<b>24</b>	<b>44</b>	<b>8</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>20</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Supplemental Survey	\$8,676.47	39.0		1				2							2	12	20	2					
Cover with Vicinity Map and Sheet List (1 sheet)	\$366.00	2.5		0.5				2															
Notes, Legend and Abbreviations (1 sheet)	\$366.00	2.5		0.5				2															
Survey Notes and Control (1 sheet)	\$491.43	3.0		1				2															
Grading and Drainage Plan and Profiles (4 sheets at 1"=20')	\$5,570.46	40.0		2	4	10		24															
Grading and Drainage Details 2 Sheets (2 sheets at 1" = 20')	\$5,570.46	40.0		2	4	10		24															
Landscaping Plan (1 sheet at 1" = 40')	\$371.15	2.0		1				1															
Landscaping Details (1 sheet)	\$371.15	2.0		1				1															
30% BOD TM	\$12,889.40	76.0		8	16	24	8	16															4
<b>03 60% Design</b>	<b>\$46,655.63</b>	<b>294.0</b>	<b>2</b>	<b>30</b>	<b>10</b>	<b>48</b>	<b>28</b>	<b>97</b>	<b>40</b>	<b>26</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	
Cover with Vicinity Map and Sheet List (1 sheet)	\$120.28	1.0						1															
Notes, Legend and Abbreviations (1 sheet)	\$120.28	1.0						1															
Sheet Index Map (1 sheet)	\$240.56	2.0						2															
Survey Notes and Control (1 sheet)	\$120.28	1.0						1															
Site Preparation and Demolition Plan (1 sheet at 1" = 40')	\$1,463.98	10.0		2				8															
Site Preparation and Demolition Details (1 sheet)	\$1,463.98	10.0		2				8															
Grading and Drainage Plan (2 sheets at 1"=20')	\$7,156.12	52.0		4		24		24															
Grading and Drainage Details 2 Sheets (2 sheets at 1" = 20')	\$5,310.54	37.0		4	1	16		16															
Structural Plan (1 sheet)	\$6,654.29	34.0		1	1		12		20														
Structural Details (2 sheets)	\$6,448.99	33.0		1			12		20														
Piling Plan (1 sheet)	\$972.55	7.0		1				6															
Piling Details (1 sheet)	\$972.55	7.0		1				6															
Landscaping Plan (1 sheet at 1" = 40')	\$2,123.99	17.0		1						16													
Landscaping Details (1 sheet)	\$1,187.43	9.0		1						8													
60% BOD TM	\$5,326.60	32.0		8	4			16															4
60% Specifications	\$6,973.21	41.0	2	4	4	8	4	8		2	1												8

### Geddes Marina Phase 2 Remediation Design

### Labor Detail

Description	Labor Dollars	Labor Hours	Billing Rates:																				
			Benn Burke	David Dinkuhn	Joel Linke	Brandon Moss	Steve Wagner	Cooper Odegard	Alvin Valencia	Jasona Ceralde	Paul S. Fendt	Adam Merrill	Alyssa Worsham	Steve Krueger	Bob Pusey	Griffin Harger		Shanon Harris	Debra Fetherston	Lori Gilbertson			
<b>03 90% Design</b>	<b>\$18,954.57</b>	<b>116.0</b>	<b>3</b>	<b>18</b>	<b>1</b>	<b>8</b>	<b>6</b>	<b>44</b>	<b>24</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>		
Cover with Vicinity Map and Sheet List (1 sheet)	\$60.14	0.5						0.5															
Notes, Legend and Abbreviations (1 sheet)	\$60.14	0.5						0.5															
Sheet Index Map (1 sheet)	\$60.14	0.5						0.5															
Survey Notes and Control (1 sheet)	\$60.14	0.5						0.5															
Site Preparation and Demolition Plan (1 sheet at 1" = 40')	\$491.43	3.0		1				2															
Site Preparation and Demolition Details (1 sheet)	\$491.43	3.0		1				2															
Grading and Drainage Plan (2 sheets at 1"=20')	\$1,255.02	8.0		2		2		4															
Grading and Drainage Details 2 Sheets (2 sheets at 1" = 20')	\$1,357.67	8.5		2	0.5	2		4															
Structural Plan (1 sheet)	\$3,602.44	21.5		1	0.5		2	6	12														
Structural Details (2 sheets)	\$3,499.79	21.0		1			2	6	12														
Piling Plan (1 sheet)	\$491.43	3.0		1				2															
Piling Details (1 sheet)	\$731.99	5.0		1				4															
Landscaping Plan (1 sheet at 1" = 40')	\$719.15	5.0		1						4													
Landscaping Details (1 sheet)	\$485.01	3.0		1						2													
90% BOD TM	\$2,511.53	15.0	1	4				8														2	
90% Specifications	\$3,077.12	18.0	2	2		4	2	4														4	
<b>03 Final Design</b>	<b>\$20,493.19</b>	<b>109.5</b>	<b>5</b>	<b>28</b>	<b>11</b>	<b>6</b>	<b>10</b>	<b>29</b>	<b>16</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	
Cover with Vicinity Map and Sheet List (1 sheet)	\$162.79	1.0			0.5			0.5															
Notes, Legend and Abbreviations (1 sheet)	\$162.79	1.0			0.5			0.5															
Sheet Index Map (1 sheet)	\$162.79	1.0			0.5			0.5															
Survey Notes and Control (1 sheet)	\$162.79	1.0			0.5			0.5															
Site Preparation and Demolition Plan (1 sheet at 1" = 40')	\$696.73	4.0		1	1			2															
Site Preparation and Demolition Details (1 sheet)	\$696.73	4.0		1	1			2															
Grading and Drainage Plan (2 sheets at 1"=20')	\$968.89	6.0		1	1	2		2															
Grading and Drainage Details 2 Sheets (2 sheets at 1" = 20')	\$968.89	6.0		1	1	2		2															
Structural Plan (1 sheet)	\$3,243.52	17.0		2	1		4	2	8														
Structural Details (2 sheets)	\$3,243.52	17.0		2	1		4	2	8														
Piling Plan (1 sheet)	\$696.73	4.0		1	1			2															
Piling Details (1 sheet)	\$696.73	4.0		1	1			2															
Landscaping Plan (1 sheet at 1" = 40')	\$472.20	2.5		1	0.5			0.5		0.5													
Landscaping Details (1 sheet)	\$472.20	2.5		1	0.5			0.5		0.5													
Final BOD TM	\$2,029.67	11.5	0.5	4		2		4														1	
100% Specifications and Bid Package	\$1,771.58	10.0		4				4														2	
Ecology Comment Responses	\$3,884.65	17.0	4	8			2	2														1	
<b>04 Technical Studies and Plans</b>	<b>\$35,146.07</b>	<b>217.0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>40</b>	<b>54</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	
Critical Areas Study	\$5,323.30	38.0	2									8	24									4	
Mitigation Plan	\$10,067.82	62.0	8							4		32	16									2	
Section 106/Cultural Resources Report	\$759.78	4.0	2										2										
Biological Assessment	\$10,169.12	56.0	4											48								4	
Preliminary Stormwater Pollution Prevention Plan Report	\$5,159.20	36.0	2			32																2	
SEPA Addendum Technical Memoranda	\$3,666.85	21.0	8										12									1	
<b>04 City Permit Applications</b>	<b>\$14,133.79</b>	<b>83.0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	
Shoreline Substantial Development Permit Application	\$5,737.94	38.0	8					12					16									2	
Floodplain Development Permit Application	\$8,395.85	45.0	12					12			8		12									1	
<b>04 State and Federal Permit Applications</b>	<b>\$14,217.62</b>	<b>102.0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	
Corps/Ecology JARPA form and figures	\$6,706.42	46.0	8					12					24									2	
Ecology 401 Public Notice materials	\$2,484.92	16.0	4					4					8										
CZM Consistency Determination Submittal	\$1,001.90	6.0	2										4										
WDFW JARPA/on-line HPA submittal materials	\$481.12	8.0						4															
NPDES Notice of Intent Submittal	\$3,543.26	26.0	2			8							16										
<b>04 Coordination/Permit Support</b>	<b>\$38,616.00</b>	<b>192.0</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Coordination/Permit Support	\$38,616.00	192.0	96									48	48										
<b>Labor Totals:</b>		560.0	281	149	67	171	61	322	80	39	23	88	194	48	2	15	20	56	49	32			
<b>Totals:</b>	<b>\$298,003.37</b>		<b>\$72,601.82</b>	<b>\$37,379.63</b>	<b>\$13,755.10</b>	<b>\$23,269.68</b>	<b>\$13,978.76</b>	<b>\$38,730.16</b>	<b>\$13,792.80</b>	<b>\$4,565.73</b>	<b>\$6,469.67</b>	<b>\$14,588.64</b>	<b>\$23,485.64</b>	<b>\$8,559.84</b>	<b>\$450.58</b>	<b>\$1,969.95</b>	<b>\$5,902.60</b>	<b>\$7,165.20</b>	<b>\$7,031.01</b>	<b>\$4,306.56</b>			

**EXHIBIT B**

**Subcontractors/Subconsultants**

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

**HWA Geosciences**

**Willamette CAR**

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