



CONTRACT FOR PROFESSIONAL SERVICES Contract # 2021-101

This Contract for Professional Services (the Contract) is entered into by the North Olympic Salmon Coalition, a 501(c)(3) non-profit organization, having its principal offices at 205 West Patison Street, Suite B, Port Hadlock, Washington, 98339 ("NOSC") and **Natural Systems Design** having his principal offices at 1900 N NorthLake Way Suite 211, Seattle WA 98103 (the Contractor).

Project

Engineering services on the Snow Creek Uncas Final design project as required to develop final designs, permit deliverables, and construction support as specified in the attached Scope of Work.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on December 1, 2021, and terminates on December 31, 2023. The parties may agree to renew this contract as needed. In no event will the Contract (or any Contract Renewal) become effective unless and until it is approved in writing by both NOSC and the Contractor.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: "Scope of Work", which is attached to this Contract and incorporated herein by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, or labor will be furnished by NOSC.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practices and in conformity with state and local law.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with NOSC from time to time, or as outlined in the Scope of Work, regarding the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by NOSC.

SECTION 3. CONTRACT REPRESENTATIVES

NOSC and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

NOSC Contract Supervisor
Rebecca Benjamin, Executive Director
205 West Pattison, Suite B
Port Hadlock, WA 98339
Phone: (360) 379-8051

Contractor's Contract Representative
Tim Abbe
1900 N Northlake Way
Seattle, WA 98103
(w)(206)834-0175
(c)(206)681-8697

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit A: Scope of Work, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by NOSC to the Contractor in no event will exceed **\$135,765.00**.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to NOSC once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, then NOSC generally will pay such an invoice within 45 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 business days following notice from NOSC, NOSC may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for

errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by NOSC.

- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing and must be signed by authorized representatives of both parties. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by NOSC and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend NOSC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of NOSC, its officers, officials, employees or agents.
- 6.2 With regard to any claim against NOSC, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract.

- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the NOSC Contract Supervisor.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):
- The Contract will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
- The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$250,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$500,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired, and non-owned automobiles.
- 7.5 **Miscellaneous Insurance Provisions.**
- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering NOSC, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include NOSC, its officers, officials, employees and agents with respect to performance of services.

- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no specific limitations on the scope of protection afforded to NOSC as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to NOSC, its officers, officials, employees and agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insurers under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or reinsurers licensed in the State of Washington.
- B. The Contractor will furnish NOSC with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate(s) will, at a minimum, list limits of liability and coverage. The certificate(s) will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to NOSC. Any certificate or endorsement limiting or negating the insurer's obligation to notify NOSC of cancellation

or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish NOSC with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing NOSC as an additional insured.
- D. Certificates of insurance will show the certificate holder as North Olympic Salmon Coalition and indicate "care of" the appropriate NOSC contract representative. The address of the certificate holder will be shown as the current address of NOSC.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to NOSC that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be made to NOSC at the following address:

North Olympic Salmon Coalition
Rebecca Benjamin, Executive Director
205 West Pattison, Suite B
Port Hadlock, WA 98339
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of NOSC.

SECTION 8. TERMINATION

- 8.1 NOSC may terminate the Contract in whole or in part whenever NOSC determines, in its sole discretion that such termination is in the best interests of NOSC. NOSC may terminate the Contract upon giving the Contractor 10-business days' written notice. In that event, NOSC will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, NOSC may immediately terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by NOSC to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 business days of written notice to do so by NOSC, NOSC may terminate the Contract. In that event, NOSC will pay the Contractor only for the costs of services accepted by NOSC. Upon such termination, NOSC, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by NOSC in completing the work and all damages sustained by NOSC by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of NOSC.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of NOSC. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract. The Contractor shall perform the contracted work. Any designee shall have prior NOSC approval to substitute for the contracted representative.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any other benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to NOSC employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of NOSC.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by NOSC. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 An electronic copy of all electronic files will be submitted to NOSC upon request and/or at the end of the job.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend NOSC, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against NOSC, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by NOSC of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and NOSC arising under or out of the Contract will be brought to the attention of NOSC at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. The NOSC Contract Supervisor will decide any dispute relating to the quality or acceptability of performance or compensation due the Contractor. All instructions and decisions of the NOSC Contract Supervisor will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by NOSC or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of NOSC or upon an order entered by a court of competent jurisdiction. The Contractor will promptly give the NOSC Contract Supervisor written notice of any judicial proceeding seeking disclosure of such information, as well as any contacts by interested parties as to matters before the Contractor.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be

governed by the laws of the State of Washington, both as to its interpretation and performance.

- 16.2 Any action of law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction. With respect to the state court system, the court of competent jurisdiction shall only be the Superior Court In and For Jefferson County.

SECTION 17. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

- 17.1 By signing this agreement, both parties certify that they, nor their principals nor any lower tier subcontractor, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. The consultant shall provide the client with immediate notice if their debarment status changes.

SECTION 18. MISCELLANEOUS

- 18.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 18.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 18.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from NOSC's Contract Supervisor.
- 18.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 18.5 **Records Inspection and Retention.** NOSC may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 18.6 **Successors and Assigns.** NOSC, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

- 18.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 18.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 18.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served.

IN WITNESS WHEREOF:

NOSC and the Contractor have signed this contract on the date noted:

North Olympic Salmon Coalition

Natural Systems Design

Rebecca Benjamin

Rebecca Benjamin (Nov 17, 2021 13:57 PST)

Rebecca Benjamin, Executive Director

TIMOTHY ABBE

Contractor Representative

Date: 11/17/2021

Date: 11/11/2021

EXHIBIT A: SCOPE OF WORK/BUDGET

Snow Creek Habitat Restoration – Uncas Reach Final Design, Permitting, and Construction Support

Prepared by:

Natural Systems Design, Inc.

Prepared for:

Kevin Long and Sarah Doyle; North Olympic Salmon Coalition

November 10, 2021

Purpose

Natural Systems Design (NSD) is pleased to support the North Olympic Salmon Coalition (NOSC) with engineering, permit support, and construction support services for the Snow Creek Habitat Restoration – Uncas Reach Final Design, Permitting, and Construction Support project. The project reach is located between River Miles (RM) 1.7-2.2 on Snow Creek in Jefferson County, WA. The project reach lies entirely on Jefferson Land Trust property (see Figure 1). NSD completed a 30% design for the project reach in 2020 (NSD, 2020) and will use that as the basis for progressing the project through permit submittal, final design, and construction. NSD will also support NOSC with permit applications, bid document development, and with a flood hazard assessment to be coordinated with Jefferson County. NOSC requests that permit-level designs for the reach be completed by June 30, 2022 with construction planned for the Summer of 2023.

The general goal for the project is to improve instream and floodplain habitats for native salmonids, including chum salmon, coho, and steelhead. The restoration approach will focus on arresting the current incisional episode in Snow Creek by increasing the amount of floodplain connectivity and inundation, the sediment storage capacity, and the quality and quantity of habitat features within the reach. Proposed restoration actions include the installation of engineered logjams (ELJs), excavation of a new inset floodplain, and riparian and upland plantings.

This scope of work describes the technical services to be completed by NSD, which include data collection, engineering design and plan preparation, permit support, and construction support. The scope of work has been divided into ten tasks, which are described in detail in the following sections:

1. Topographic Survey
2. 60% Design Updates
3. Wetlands and Waters Delineation and Reporting
4. JARPA Drawings and Application Support
5. Flood Hazard Assessment
6. 90% Design Updates
7. Final Design and Bid Document Development
8. Bid Support
9. Construction Oversight
10. Project Management

For this project, NSD's core team consists of Tim Abbe, PhD, PEG, Principal in-charge providing quality assurance and geomorphic oversight; Scott Katz, MS, Project Manager and project geomorphologist, leading project coordination and providing geomorphic and construction support, Evan D'Oro, PE, Project Engineer leading restoration design and construction oversight; and Aaron Lee, EIT leading the hydraulic analysis and providing

engineering support. Our core team will be supported by numerous technical staff, including Olivia Vito providing field and wetland delineation support and Laura Zanetto, for wetland delineations, permitting support, and revegetation design. Our administrative staff will support project tracking and monthly invoicing.

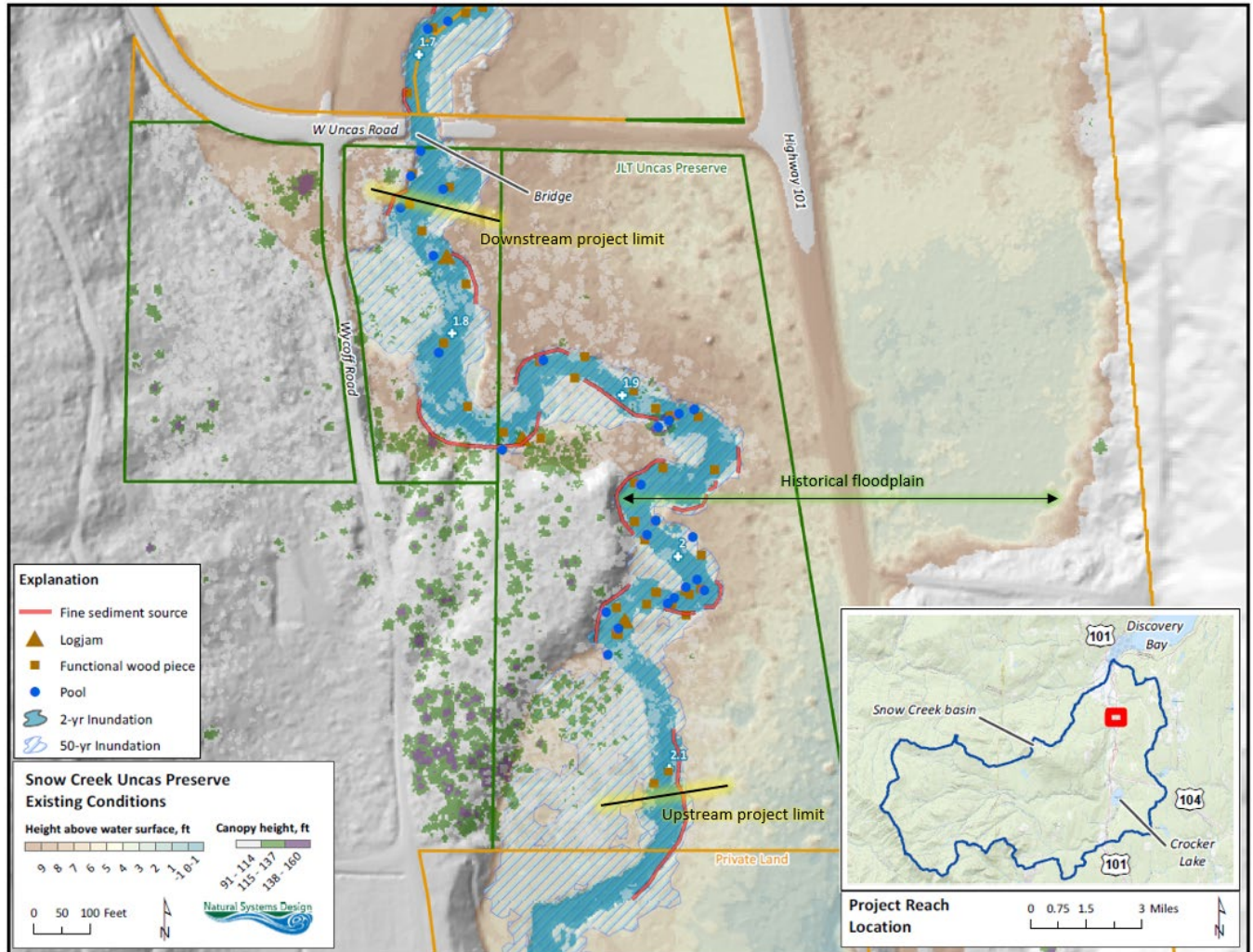


Figure 1. Map of existing conditions within the project reach. Relative elevation mapping is derived from the 2018 lidar and parcel data is from Jefferson County. The black lines indicate the project extents.

Tasks and Deliverables

Task 1: Topographic Survey

NSD will collect topographic and bathymetric survey data of the project reach in order to supplement the existing lidar from 2018. The data will be used to refine the grading limits, excavation quantities, and the large wood layout in preparation for permit submittal and final design development. The survey data will also be used to update the 2-dimensional (2D) hydraulic model to aid in assessment of flood hazards. The survey will focus on collecting data within the active channel and will collect limited floodplain survey data within the modeled 100-year floodplain boundary to compare with lidar. The team will also include basic data such as bridge pier location, deck and low chord elevations, and span at the West Uncas Rd. bridge. The survey will also include locations of conifer trees greater than 12" DBH to aid in construction planning.

A site visit with NOSC and the principal-in-charge, project manager, and project engineer to review the 30% design, observe current creek conditions, and discuss any potential design changes or additions will also be conducted as part of this task.

Assumptions:

- ▶ Two (2) NSD staff will perform the survey for 2 days plus an additional 0.5 days for the project engineer to set control
- ▶ NOSC may assist in the survey if schedule allows
- ▶ No property boundaries will be surveyed
- ▶ No PLS-certified benchmarks or monuments will be established
- ▶ Only conifers greater than 12" DBH will be surveyed
- ▶ Survey limits will not extent outside of the predicted 100-year floodplain boundaries
- ▶ Three (3) NSD staff will conduct a half day site visit with NOSC. If possible the site visit will be scheduled either before or after the topographic survey so that travel costs can be reduced.
- ▶ A detailed geomorphic and habitat survey will not be conducted

Deliverables:

- ▶ Survey data in digital format, if requested
- ▶ Electronic copies of field notes and photographs, if requested

Estimated Cost: \$17,860

Task 2: 60% Design Updates

NSD will refine and update the current 30% design in preparation for permit submittal. Before design updates are made, NSD and NOSC will hold a virtual design review meeting to review stakeholder comments, any new information, and observations made during the Task 1 survey and site visit. NSD will then utilize any outcomes from that meeting as well as the topographic and bathymetric survey data and wetland boundaries (Task 3) to refine and update the current 30% design. As part of this task, the plans will be updated with the new topographic surface, refined grading limits, and the refined (if necessary) wood layout. The construction cost estimate and basis of design report will also be updated to reflect any changes to the design (i.e. grading volumes and wood placements) and to support permitting, funding proposals and bid package development. The bridge risk assessment section of the basis of design report will also be expanded upon as part of this task.

Assumptions:

- ▶ The current 30% design will serve as a basis for 60% design development
- ▶ Minor changes to the 30% design are anticipated and include:
 - Grading limits and volumes
 - Large wood layout
 - Access road adjustments to avoid wetland boundaries
- ▶ Drafting and reporting will be done using NSD's standards and templates
- ▶ Construction specifications are excluded from this task
- ▶ A Washington licensed engineer and engineering geologist will stamp the preliminary plans
- ▶ The current 30% basis of design report will be updated for consistency – a new report will not be developed

Deliverables:

- ▶ Stamped 60% Plans, in 11x17 .pdf format
- ▶ 60% Engineer's Estimate for Construction
- ▶ 60% Log Schedule
- ▶ 60% basis of design report

Estimated Cost: \$12,670**Task 3: Wetland and Waters Delineation and Reporting (Notice to Proceed Item)**

To facilitate design, and project permitting, NSD staff will complete a focused delineation of wetlands and determination of ordinary high water mark (OHWM) of waters of the U.S., within a delineation study area directly related to the proposed extent of project actions. The purpose of the delineation is to identify wetlands which may be impacted by the project, to quantify any temporary wetland impacts during construction access and staging, and facilitate avoidance and minimization of permanent direct and indirect wetland impacts where possible. The wetland delineation will be focused in areas specifically identified in the 30% design for ELJ placement, grading, and areas anticipated for access and staging (delineation study area).

NSD wetland biologists will perform the wetland delineation and OHWM determination within the delineation study area over the course of two full field days, using methods consistent with the U.S. *Army Corps of Engineers Wetland Delineation Manual and related Mountains, Valleys, and Coast Regional Supplement*. The wetland delineation will include approximately 10 Corps wetland determination data forms. NSD will complete up to 3 Washington Department of Ecology (Ecology) wetland rating forms and required figures (assuming at least 3 wetland units to be rated) and will present the delineation results in a Wetlands and Waters Delineation Report. Wetland functions will be considered consistent with the Ecology Wetland Rating System, per Jefferson County Critical Areas Code, 18.22.710(2). NSD will field flag delineation sample plots and map wetland boundary locations using hand-held GPS receivers (accuracy +/- 3 feet). The OHWM will be evaluated through the project reach.

The Wetlands and Waters Delineation Report will summarize our methods, findings, and provide an overall description of the delineated wetland's present conditions, including the wetland's functions and values as assessed using the Ecology Wetland Rating System, and appropriate Critical Areas Buffer, per Jefferson County Critical Areas Code 18.22.710(2), and an assessment of the functional outcomes of the proposed restoration actions. It will be necessary to show no-net-loss of wetland area and functionality for the proposed project to align with Nationwide Permit 27 authorization from the U.S. Army Corps of Engineers (Corps). Wetland category and buffer information will also be needed to facilitate local approvals of the project.

Assumptions:

- ▶ Notice to proceed is required before NSD begins work on this task. NOSC will provide notice to proceed a minimum of two months before NSD is to provide fieldwork for this effort. Anticipated field effort to begin May 2022, NOSC must provide notice to proceed by March 1, 2022.
- ▶ Site conditions are such that the wetlands and waters delineation can be accomplished over two (2) ten (10) hour work days with two (2) NSD staff
- ▶ Preparation of a Critical Areas Assessment, Corps Individual Permit alternatives analysis, Clean Water Act 404(b)(1) analysis, and a compensatory mitigation plan are not included in this scope of work.

Deliverables:

- ▶ Wetland boundaries and OHW boundaries in digital format
- ▶ Wetlands and Waters Delineation Report, including description and analysis of functional uplift assessment, Ecology rating forms and figures, and Corps field data sheets

Estimated Cost: \$17,042**Task 4: JARPA Drawings and Application Support**

NSD will assist NOSC with the project permitting process by developing permit application drawings for the Joint Aquatic Resources Permit Application (JARPA) that meet Corps and WDFW requirements based on the 60% Design and 60% design iteration of the Basis of Design Report. NSD will also provide support at NOSC's request for JARPA and permit-related questions or need for figures, writing, or other information.

Assumptions:

- ▶ NOSC will populate, assemble, and submit all permit applications
- ▶ Construction is likely to occur during the summer of 2023
- ▶ National Historic Preservation Act Section 106 requirements, Section 7 Endangered Species Act Consultation, SEPA review, and additional local permitting, including Jefferson County Shoreline processes are excluded from this scope of work
- ▶ Up to sixteen (16) hours of telephone and email coordination with NOSC related to permit applications is included

Deliverables:

- ▶ JARPA Drawings in USACE format
- ▶ Wetland impact calculations

Estimated Cost: \$11,624**Task 5: Flood Hazard Assessment Memo**

NSD will prepare a flood impacts memorandum for Jefferson County that discusses the impacts on flooding of the proposed project, which is in Zone A without Base Flood Elevations. Jefferson County Code states that "When base flood elevation data has not been provided (in A or V Zones) in accordance with JCC 15.15.060(2), Basis For Establishing the Areas of Special Flood Hazards, the development service manager shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer JCC 15.15.080," (15.15.070(3)(b)). Therefore, the flood impacts memorandum will

meet the requirements in JCC 15.15.080, which state, “no [...] development (including fill) shall be permitted within zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.” (section 15.15.080 (3)).

NSD will work with NOSC and the development manager at Jefferson County to determine the specific reporting requirements (including the selection of Base Flood Elevations) needed to permit the project prior to preparing the flood impacts memorandum and will prepare the document based on the received guidance.

As part of this task, NSD will develop a HEC-RAS model for the 100-year flood for both existing and proposed conditions in order to quantify the potential flood impacts of the project to Jefferson County.

Assumptions:

- ▶ Design will not produce more than 1.0 ft of rise
- ▶ The Project site is located in a Zone A floodplain, hence “no-rise” is not required
- ▶ A meeting with Jefferson County will be needed to ensure that the flood impacts assessment approach is acceptable
- ▶ A new existing conditions hydraulic model will be developed in HEC-RAS with the new survey topography for the 100-year flood
- ▶ A proposed conditions hydraulic model will be updated with any design changes
- ▶ A flood analysis memo will be written to the County documenting compliance with local flood code
- ▶ Construction is likely to occur during the summer of 2024 at the earliest

Deliverables:

Flood impacts memorandum, consistent with Jefferson County Code, for use in obtaining floodplain grading/development permits

Estimated Cost: \$8,115

Task 6: 90% Design Development (Notice to Proceed Item)

NSD will refine and update the 60% design with agency input and comments following permit submittal. Design updates may involve modifying the grading limits, wood layout, or access and staging plan. After the design is revised, the construction cost estimate and log schedule will also be updated accordingly. A draft set of construction specifications for the project will also be developed as part of this task. No new updates to the Basis of Design report will be made as part of this task.

Assumptions:

- ▶ Notice to proceed is required before NSD begins work on this task. NOSC will provide a written notice to proceed 1 month before work is needed to begin on this task.
- ▶ NOSC will provide a compilation of all agency input and comments
- ▶ Drafting and reporting will be done using NSD’s standards and templates
- ▶ A Washington licensed engineer and engineering geologist will stamp the 90% plans
- ▶ No additional field work is required to update and refine the 90% design based on comments received on the 60% design submittal

Deliverables:

- ▶ Stamped 90% Plans, in 11x17 .pdf format
- ▶ 90% Engineer's Estimate for Construction
- ▶ 90% Log Schedule
- ▶ Draft WSDOT construction special provisions provided in M.S. Word format.

Estimated Cost: \$9,740**Task 7: Final Design and Bid Document Development (Notice to Proceed Item)**

NSD will refine and finalize the 90% design with agency and stakeholder input and comments. Design updates may involve modifying the grading limits, wood layout, or access and staging plan. After the design is revised, the construction cost estimate and log schedule will also be updated and finalized accordingly. A final set of construction specifications for the project will also be developed as part of this task. The 60% basis of design report will be updated and finalized based on any changes to the design made between 60% and the Final Design. The documents developed under this task will be used to develop the bid documents.

Assumptions:

- ▶ Notice to proceed is required before NSD begins work on this task. NOSC will provide a written notice to proceed 1 month before work is needed to begin on this task.
- ▶ NOSC will provide a compilation of all agency input and comments
- ▶ Drafting and reporting will be done using NSD's standards and templates
- ▶ A Washington licensed engineer and engineering geologist will stamp the Final plans
- ▶ No additional field work is required to update and refine the Final design based on comments received on the 90% design submittal

Deliverables:

- ▶ Stamped Final Plans, in 11x17 .pdf format
- ▶ Final Engineer's Estimate for Construction
- ▶ Final Log Schedule
- ▶ Final construction specifications, provided in M.S. Word format.

Estimated Cost: \$11,740**Task 8: Bid Support (Notice to Proceed Item)**

NSD will support NOSC through the contracting and bid process by providing information, figures, quantities, or costs related to the design, cost estimate, log schedule, construction specifications, or other project related information. Information in this task will be provided via email and telephone communication. No new documents will be developed as part of this task.

Assumptions:

- ▶ Notice to proceed is required before NSD begins work on this task. NOSC will provide a written notice to proceed 1 month before work is needed to begin on this task.
- ▶ A total of 12 hours (8 for project engineer, 4 for project manager) will be sufficient to support NOSC through the bid process
- ▶ No new documents will be developed as part of this task

Deliverables:

- ▶ None

Estimated Cost: \$2,020**Task 9: Construction Oversight (Notice to Proceed Item)**

NSD will support NOSC through construction of the project as part of this task. NSD will attend a pre-construction meeting on the project site with NOSC and selected contractor. Once construction begins, NSD will also conduct a 3-day site visit at the beginning of the project in order to oversee initial engineered log jam construction. Following the initial 3-day site visit, NSD will conduct additional site visits on an “as-needed” basis. Additionally, NSD will be available to support NOSC with construction oversight activities via telephone and email communication throughout the duration of construction activities.

Assumptions:

- ▶ Notice to proceed is required before NSD begins work on this task. NOSC will provide a written notice to proceed 1 month before work is needed to begin on this task.
- ▶ The project engineer and project manager will attend the pre-construction meeting.
- ▶ Either the project engineer or project manager will conduct the 3-day site visit at the beginning of construction activities.
- ▶ Either the project engineer or project manager will conduct additional site visits on an “as-needed” basis. Up to 7 site visits may occur. Each site visit assumes a full day of construction oversight plus travel time.
- ▶ A total of 24 hours (16 for the project engineer, 8 for the project manager) will be sufficient to support NOSC with construction oversight via telephone or email communication throughout the duration of construction activities.
- ▶ This task does not include an as-built survey.

Deliverables:

- ▶ Field memos for each day (or sequence of consecutive days) of construction oversight

Estimated Cost: \$34,951**Task 10: Project Management and Meetings**

The NSD project manager will coordinate closely with NOSC staff throughout the contract period. This includes monthly progress reporting, invoicing, and budget updates. This task also includes time for six periodic check-in meetings between NOSC and NSD throughout the project.

Assumptions:

- ▶ All meetings will be held virtually

Deliverables:

- ▶ Monthly invoices and progress reports.

Estimated Cost: \$10,355

Project Budget and Schedule

Estimated schedule and costs for the tasks described in this scope of work are outlined in Table 1 and Table 2 based on the assumptions described above and estimated level of effort given the information known to NSD regarding the site at the time of this contract. This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions.

For the scope of services described above, we estimate that our total fee will be completed on a Time and Materials basis, not to exceed a value of \$135,765.00 as detailed below in Table 1. NSD may move resources between tasks within the contract amount to accomplish the scope of work and as necessary and appropriate to the work requested. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement. NSD will coordinate with NOSC on any substantive differences in actual level of effort for the tasks included herein, compared to that anticipated in the budget estimate. A proposed schedule is included as Table 2 with a start of work of January 1, 2021. The exact schedule and timing of tasks may change during the course of the project.

Table 1. Summary of project cost with breakdown by tasks.

TASK	TASK DESCRIPTION	TOTAL HOURS	LABOR COST	EXPENSES	TOTAL COST
1	Topographic Survey	95	\$15,902	\$1,958	\$17,860
2	60% Design Updates	83	\$12,670		\$12,670
3	Wetland Delineation and Reporting (Notice to proceed item)	78	\$12,176	\$568	\$17,042
4	JARPA Drawings and Application Support	76	\$11,272		\$11,272
5	Flood Hazard Assessment	53	\$8,115		\$8,115
6	90% Design Updates (Notice to proceed item)	62	\$9,740		\$9,740
7	Final Design and Bid Documents Development (Notice to proceed item)	70	\$11,740		\$11,740
8	Bid Support (Notice to proceed item)	12	\$2,020		\$2,020
9	Construction Oversight (Notice to proceed item)	194	\$32,890	\$2,061	\$34,951
10	Project Management	64	\$10,355		\$10,355
Subtotals		787	\$127,232	\$4,587	\$135,765
				GRAND TOTAL	\$135,765.00

Table 2. Project schedule. Project duration is January 1, 2021 to October 31, 2023. Blue shading indicates the task duration. Selected subtasks, or key subtasks, are listed in *italic* and their duration highlighted in green beneath each major task.

#	Task	2022												2023									
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Topographic Survey	Blue	Blue	Blue																			
2	60% Design Updates			Blue	Blue	Blue	Blue	Blue															
	<i>Completion of 60% Design</i>						Green																
3	Wetland Delineation and Reporting (NTP)				Blue	Blue	Blue	Blue															
	<i>Wetland Report</i>						Green																
4	JARPA Drawings and Application Support				Blue	Blue	Blue	Blue															
	<i>JARPA Drawings</i>						Green																
	<i>Permit Submittal Goal</i>						Green																
5	Flood Hazard Assessment Memo								Blue	Blue	Blue												
	<i>County Floodplain Impacts Memo</i>										Green												
6	90% Design Updates (NTP)										Blue	Blue	Blue										
	<i>Completion of 90% Design</i>												Green										
7	Final Design and Bid Documents Development (NTP)												Blue	Blue	Blue	Blue							
	<i>Final Design and Bid Documents Completion</i>														Green								
8	Bid Support (NTP)															Blue	Blue	Blue					
9	Construction Oversight (NTP)																		Blue	Blue	Blue	Blue	
10	Project Management	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	

NOSC NSD Snow Creek Uncas Final Design Contract (002)

Final Audit Report

2021-11-17

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By:	Scott Katz (scott@naturaldes.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM4eb9E9kiV2UBcr1kZhZV6HyC4gAvtWA


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