SNOHOMISH CONSERVATION DISTRICT
CONTRACT FOR SERVICES
Contract Number: SCDOC22112
Camano Country Club Lagoon Restoration Feasibility Study

This Agreement is entered into by and between the Snohomish Conservation District, 528 91st Ave NE, Suite A, Lake Stevens, Washington, 98258 ("District"), and Environmental Science Associates (ESA), 5309 Shilshole Ave NW #200, Seattle, WA 98107 ("Contractor").

Recitals

A. The District has received funding from the Washington State Recreation and Conservation Office (RCO) through the Salmon Recovery Funding Board (SRFB), project number 18-1382P. RCO identifies that this funding is used as match to a federal funding source, and that the same provisions apply as if this project were funded by the federal funding source;

B. The District desires to contract with the Contractor to complete the Camano Country Club Lagoon Restoration Feasibility Study; and

C. The Contractor is agreeable to contracting for such services from the District in accordance with the terms and conditions set forth below.

IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below, the parties agree as follows:

1. Scope of Services

1.1 The Contractor will complete deliverables outlined in the Scope of Work attached as Appendix A and incorporated by this reference. All services shall be conducted in a professional manner and deliverables shall meet industry professional standards and shall be subject to acceptance by District staff and/or District Board of Supervisors, as appropriate.

1.2 The District shall review completed deliverables and may require such modifications as it deems appropriate to bring the services into compliance with this Agreement.

2. Time of Performance

This contract is effective upon execution. The Contractor shall submit the deliverables required by this Agreement no later than the dates set forth in Appendix A. All deliverables are to be submitted to the District no later than June 30, 2023. The Contractor understands that time is of the essence and agrees to complete all work in a timely manner.

3. Compensation

3.1 The District shall pay the Contractor an amount based on time and materials, not to exceed $84,934 for the services described in Appendix A. This is the maximum amount to be paid under this Agreement and shall not be exceeded without the prior written authorization of the District in the form of a negotiated and executed supplemental agreement. The Contractor's staff and billing rates shall be as described in Appendix A. The Contractor shall not bill for Contractor's staff not identified or listed in Appendix A or bill at rates in excess of the hourly rates shown in Appendix A, unless the parties agree to a modification of this Agreement.

3.2 The Contractor shall submit monthly billing invoices to the District. The final invoice is due by July 3, 2023. Invoices must be submitted to finance@snohomishcd.org and reference the contract number. Invoices must describe progress towards completion of deliverables and itemize the staff hours and rates and any allowable materials included in the total amount requested.

3.3 Upon acceptance by the District of the invoiced work, which acceptance shall not be unreasonably withheld, the District shall pay the invoice within thirty (30) days after approval.

4. Independent Contractor

The Contractor is an independent contractor with respect to the services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded District employees by virtue of the services provided under this Agreement. The District shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

5. Ownership

All data, modeling results, documents, and other work products prepared pursuant to this Agreement will become the property of the District upon payment to the Contractor of the fees authorized in this Agreement. The District acknowledges the Contractor's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the District upon completion of the services and payment in full of all payment due to the Contractor. The District may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Contractor. The District agrees to waive any claim against the Contractor arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the

Contractor harmless from any claim, liability, or cost arising or allegedly arising out of any reuse of the plans and specifications by the District or its agent not authorized by the Contractor.

6. Insurance

6.1 The District is covered by Enduris, a state-wide insurance pool for special purpose districts. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor shall maintain other insurance as agreed by the parties. All such insurance shall be primary over any coverage held by the District and shall name the District as an additional insured.

6.2 No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

6.3 Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.

Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

Professional Liability insurance appropriate to the Contractor's profession.

6.4 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

6.5 Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

The Contractor's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

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

6.7 Verification of Coverage. Contractor shall furnish the District 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 Contractor.

7. Indemnification

7.1 The Contractor agrees to and shall indemnify, hold harmless and defend the District, its officials, officers, agents, employees, and volunteers from and against any and all claims, injuries, damages, suits, actions, losses, or liabilities including attorney fees for injury or death of any person, or for loss or damage to property, or liability of whatever nature, including any portion thereof, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. The Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided for in this section extends to any claim brought by or on behalf of any employee or agent of the Contractor and includes any judgment, award or cost, including attorney's fees.

7.2 Neither party shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.

7.3 This section shall survive termination of this Agreement.

8. Termination

The District may terminate this Agreement, with or without cause, upon five (5) days written notice to the Contractor at the address given below. The District shall pay the Contractor only for the work completed by the Contractor and accepted by the District in accordance with this Agreement.

9. Non-Discrimination

9.1 During the performance of this contract, the Contractor agrees to comply with all federal and state nondiscrimination laws, regulations, and policies.

9.2 The Contractor shall include the terms and conditions in 9.1 in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

10. Certification Regarding Suspension, Debarment, Ineligibility, or Voluntary Exclusion.

10.1 The Contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

10.2 The Contractor shall provide immediate written notice to the District if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

10.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The Department of Ecology may be contacted for assistance in obtaining a copy of those regulations.

10.4 The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

10.5 The Contractor further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered

transactions.

10.6 Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

10.7 Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this agreement, or pursuance of legal remedies, including suspension and debarment.

10.8 Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the District before requests for reimbursements will be approved for payment. Contractor must run a search in http://www.sam.gov and print a copy of completed searches to document proof of compliance.

11. General Provisions

11.1 Integrated Agreement. This Agreement and its appendices are an integrated agreement and represent the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

11.2 Addendums. In the event the parties mutually agree to any additional services to be provided by the Contractor, the parties shall negotiate and execute a Statement of Work via an Addendum.

11.3 Assignment. The Contractor shall not assign all or any portion of its duties or obligations under this Agreement without the District's prior written consent.

11.4 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

11.5 Choice of Law. All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in Snohomish County, Washington.

11.6 Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances in performing this Agreement.

11.7 Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.

12. Notices:

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

Snohomish Conservation District
Attention: Linda Lyshall
528 91st Avenue NE, Ste A
Lake Stevens, WA 98258
llyshall@snohomishcd.org

Notices to Contractor shall be sent to the following address:

Environmental Science Associates
Attention: Daniel Elefant
5309 Shilshole Ave NW #200, Seattle, WA 98107
delefant@esassoc.com

13. Authorized Signatures
By their signatures below, each person signing on behalf of a party represents that they are fully authorized to sign for and on behalf of the named party.

ENVIRONMENTAL SCIENCE ASSOCIATES

Signature

Stacy Bumback
Name (printed)

Senior Vice President
Title

October 19, 2022
Date

SNOHOMISH CONSERVATION DISTRICT

Signature

Mark Craven
Name (printed)

Chair
Title

10/19/22
Date

APPENDIX A: SCOPE OF WORK
Camano Country Club Lagoon Restoration Feasibility Study

A. Technical Approach

The CCC Lagoon is an excellent opportunity to improve habitat for salmon through actions that work better with nearshore and stream processes that add to the site's natural resilience. The ESA team proposes a multidisciplinary approach bringing strong fisheries, coastal geomorphology/engineering, sea level rise adaptation, and communication skills to the development and evaluation of restoration alternatives. We recognize the importance of both technical excellence for site appropriate solutions and expert communication to effectively engage and inform the community, landowners, and stakeholders to receive their input and approval. Table 1 at the end of this document presents our budget for the tasks outlined herein.

Task 1: Project Management

ESA will oversee the project, including managing staff assignments; tracking and adhering to contract terms and project schedule; managing the schedule; and coordinating with SCD, stakeholders, and resource agencies; meeting project safety requirements; and overseeing quality assurance and quality control (QA/QC). ESA will communicate frequently with SCD via a single point of contact (ESA's Project Manager, Dan Elefant, PE). ESA recommends monthly 30-minute meetings to discuss project progress and key decisions. Most importantly, we have selected a project manager that has a diversity of applicable experience and passion that he loves to share with his team, clients, and stakeholders. The budget for this task includes up to 44 hours of project management time over the 12 month duration of the project.

Task 1 Deliverable(s)

- Monthly invoices and progress reports
- Up to 4 project management meetings and regular communication with SCD

Assumptions

- One (1) formal Project kickoff meeting to introduce ESA and SCD staff and discuss timelines and key project elements.
- This task also includes budget for overall engineering coordination of the design process: management of junior engineers work, high level review for quality assurance and quality control, internal design meetings, and coordination with permit and biology staff as needed.

Task 2: Conceptual Alternative Analysis and Initial Design

Alternatives Analysis Deliverables Subtask

To analyze and select alternatives ESA will use a suite of analytical tools. We recognize that the dominant mechanism that drives both flooding and habitat is tidal inundation, however, creek flows, storm surge, and wave runup also drive processes at the site. We recommend a 1D model for sizing proposed culvert, gate, or small bridge features and have included this in our initial budget considerations for the project. We do not recommend a hydrodynamic model or a separate wave model. We will work closely with SCD to explain the costs and benefits of different modeling approaches and the types of stakeholder or technical considerations that may trigger a need for more complex modeling to evaluate alternatives.

ESA will assess initial analysis results, gathered data, and geomorphic conditions to propose up to three (3) design alternatives. We will produce these design alternatives in GIS to provide stakeholder friendly

plan-view concept drawings, and summarize evaluation criteria including cost, immediate salmonid benefits, immediate habitat impacts, construction feasibility, permit feasibility, and potential long-term habitat evolution/suitability (site evolution). ESA will produce a technical memorandum that summarizes the alternatives analysis process and our recommendation for the preferred concept. The memo will take the form of an alternatives analysis to satisfy the SRFB Manual 18 requirement for conceptual level reporting sometimes referred to by ESA's engineering team as the 10% design phase. The alternatives analysis will be provided to stakeholders early in the engagement process.

Fisheries Subtask

The project presents a special opportunity to restore habitat for juvenile salmon and provide benefits all the way to the Southern Resident Orca Whales at the top of the food chain. As noted in the RFQ, juvenile chinook salmon and other salmonids have been documented using the lower portion of the creek. In addition, the nearshore in the project vicinity supports spawning by forage fish species, including Pacific herring, surf smelt, and sand lance. Our in-house fisheries expert, Paul Schlenger, will help guide and inform our decisions around restoration actions at the site. Paul has been at the forefront of pocket estuary and nearshore restoration planning and design throughout Puget Sound. The fisheries considerations for the development and evaluation of alternatives, as well as subsequent engineering design, include target species habitat requirements and preferences for the pocket estuary, lower stream reach, and adjacent nearshore.

Coastal Civil Engineering Subtask

ESA will conduct an initial coastal process analysis to characterize the coastal processes which affect the restoration's inlet to Port Susan Bay, as well as the coastal flood hazards that threaten CCC and adjacent parcels. This analysis will be based on existing topographic, water level, and wind data. These data will serve as inputs to predict wave conditions and associated alongshore sediment transport. By comparing these conditions with the tidal prism for the restoration alternatives, the resilience of the proposed inlet to closure will be considered. From our experience with tidal lagoon restoration and relationships that we developed from reference sites in Puget Sound, we estimate that an unconstrained natural inlet for the North Lagoon would have a top width of about 35 feet. We will work with SCD and the local community to create a solution that most closely mimics natural conditions while also benefiting other site goals.

Water level and wave conditions will be used to estimate wave runup for existing and future sea level rise conditions both within the restoration site and along the shoreline fronting the CCC parcels. We will start our analysis by transforming local tidal datums and extreme tide levels to the orthometric vertical datum of NAVD88 such that tidal statistics can be mapped to real ground elevations on NAVD88. We will determine tidal datums to the best available precision and clearly state any assumptions or opportunities for error.

Climate Resilience and Adaptation Subtask

We will consider future climate scenarios from both the perspective of safety, infrastructure, and flood protection, and from the perspective of improving the adaptive capacity of the ecosystem.

We will extend the tidal inundation analysis to include an assessment of local sea level rise (also referred to as relative sea level rise, RSLR) which would incorporate local vertical land movement (VLM) with global eustatic sea level rise (SLR); where RSLR = SLR + VLM. We propose to use the work of Miller et al. as published on the WA Coastal Resiliency web portal to assess RSLR effects for the site. We will bookend this analysis with 50% likelihood values (representing effects on lower risk infrastructure like drainage and habitat design considerations) and 90% likelihood values (high risk infrastructure like emergency access and homes and utilities) for the years 2050, 2080, and 2100. We will refine our understanding of coastal flooding as part of Task 2 and verify our results with local community knowledge (Task 3).

We will identify and quantify shoreline process at the CCC Creek delta to inform restoration design opportunities and constraints. Though we will not run a wave model for this level of analysis, we will

certainly inform SCD should the need arise. For example, through the 30% design process we may determine the need to model wave runup conditions to more closely consider the effects of existing bulkheads and seawalls on flooding and erosion in front of residences and the parking area near the stream outlet. A wave model may be necessary to evaluate "end-effects" of the parking/boat launch area bulkhead wall on the potentially restored stream mouth. Seawalls and bulkheads are known to cause areas of increased scour beyond the longitudinal end of the wall due to wave interactions with the wall. Scour occurs most readily on the downdrift (north) end of the wall, and could impact creek processes were the tide gates to be removed.

As part of a possible removal of the northern tide gates and culvert, our team will investigate options for removal of riprap and other armoring around the stream mouth and discuss alternative options for soft stabilization of the parking area. Removal of armoring will help restore natural dynamic processes to the stream delta. Optionally, we can quantify the nearshore mitigation credits that may be available for removal of this nearshore armoring and restoration of creek processes. We will work with SCD and the CCC community to pursue a range of soft shore restoration techniques with bulkhead removal and beach nourishment.

CCC Creek Restoration Subtask

As an impaired fish-bearing stream, CCC Creek warrants consideration for stream restoration actions. These actions could include woody debris installation, re-meander for a more natural alignment, pool enhancement, and native revegetation of an enhanced stream buffer. Restoration features would be designed in conjunction with coastal and tidally influenced features to create a holistic restoration project whose elements function synergistically to enhance habitat.

Task 2 Deliverables

- Short (5 to 10 page) conceptual alternatives analysis technical memo summarizing the process and recommendations for preferred concept. The audience for this memo will be decided by ESA and SCD prior to writing and could include SRFB, stakeholders, HOA representatives, the public, SCD, and any agency representatives that may provide early insight on permit process requirements. This memorandum can be tailored to fit the requirements of the SRFB Manual 18 Conceptual Design if needed.
- GIS designs and concept drawings

Assumptions

- This task includes budget for one (1) 4-hour onsite meeting during ESA's field data acquisition efforts, and one (1) follow-up meeting with SCD to review results (teleconference).
- We assume that existing LiDAR survey information will be sufficient for the design process and we will not plan to collect extensive floodplain survey data. ESA engineers will measure elevation data during field work to verify LiDAR accuracy and to survey a few key locations along proposed project features.
- We can provide a critical areas assessment and wetland delineation for under a contract addendum.
- On-site assessment is assumed to require 2 ESA staff for 1, 10-hour day and possibly 1 night stay. Additional fee has been included for expenses including travel from Seattle, lodging, per diem. This assessment will be optimized to accomplish survey and other field tasks.
- DISCLAIMER FOR SURVEYING: ESA performs land surveys and collects hydrographic data to augment traditional surveying services for the purposes of engineering, geomorphic interpretation, monitoring of project performance, and other specific uses consistent with Geologic and Landscape Surveys as defined in the Policy on Incidental Surveying Practice (Washington Board of Registration for Professional Engineers and Land Surveyors, Board

Journal) ESA does not provide traditional land survey services such as property boundaries and maps for general use by others. ESA recommends that these traditional surveying services be accomplished by a licensed, professional land surveyor either under direct contract with SCD or as a sub-consultant to ESA. Note that the most recent LiDAR dataset was stamped by professional land surveyors from Quantum Spatial, Inc. If ESA finds significant errors or inaccuracies in the LiDAR, additional survey may be requested under a contract addendum. If SCD is able to acquire newer LiDAR data from the County, we can assess that dataset for accuracy as well.

- Hydrodynamic or wave modelling efforts if deemed necessary will be covered under a future contract or addendum.
- ESA assumes that no water surface (level logger data) will be needed to develop hydrology data or perform model calibration. This can be provided for additional scope and fee if deemed necessary.
- One round of review on the alternatives analysis memo. SCD will provide consolidated comments.

Task 3: Stakeholder Engagement

The ESA team will co-lead the outreach and engagement process with SCD. We suggest early stakeholder meetings and technical group meetings before detailed alternatives analysis so that we understand community concerns and feedback, acceptable options, and any project "non-starters." ESA recognizes the advantage of having separate meetings for community groups and technical groups.

Community Engagement: Given that members of the CCC community approached SCD to discuss the District's willingness to sponsor this project, we recommend engaging with these individuals early on – if they are willing – to better understand some background about the community, such as key players, priorities, and potential barriers to success. In addition, we would use this opportunity to identify engagement strategies that have been effective (or not) with community members in the past so that we can tailor our approach for the remainder of the project. We would then recommend hosting a general kickoff meeting with the CCC community to share an overview of the project's goals and to learn more from the community about their concerns and priorities. This kickoff meeting would help us gauge community and property owner sentiment, gather initial community input on the lagoon and observations of previous flooding, and provide ESA and SCD with more context to help plan an additional meeting(s) so that we can be clear about what this project is scoped to address and what community concerns and priorities would fall under different, additional projects. We will facilitate an additional meeting to present the detailed alternatives analysis described in Task 2 and solicit feedback for integration into the final report. These events would include a presentation in a large-group format and could include small group breakouts or other ways to gather input.

Technical Stakeholder Engagement: ESA will host up to two meetings with technical stakeholders (WRIA 6 Salmon Recovery Technical and Citizen Committee and RCO Salmon Recovery Funding Board Technical Review Panel) – an initial meeting to share details about the project background and objectives, and an additional meeting after the detailed alternatives analysis described in Task 2 to solicit design feedback.

Adaptive Engagement: We recognize that some community members and technical stakeholders may have different styles of communication that are ill-suited for larger group meetings. Therefore, we will use a mixed methods approach to engagement for both groups to facilitate opportunities for meaningful input, such as interviews, phone calls, emails, and comment forms. We will also look for ways to streamline project updates and solicitations for input within communication mechanisms used by community members and technical stakeholders (e.g., CCC newsletter, email listserv, etc.).

Results from Community and Technical Stakeholder Engagement: Results of the stakeholder engagement process will be summarized in the Preliminary Design report described under Task 4. This will likely include a summary of comments including key priorities for future projects and knowledge gaps identified by the community and technical stakeholders.

Task 3 Deliverables

- Develop an engagement strategy with input from SCD and community leaders.
- Facilitate a meeting(s) with the CCC community to solicit input on the alternatives.
- Facilitate meetings with the WRIA 6 Salmon Recovery Technical and Citizen Committee to solicit input on the alternatives.

Assumptions

- ESA assumes that the meetings with the technical stakeholders will be held over Zoom while the community meetings will be held in person.
- We assume that SCD will advertise the community meetings and cover venue costs.
- Additional studies recommended by community members or technical stakeholders will be catalogued for potential future phases of the project with added budget.

Task 4: Preferred 60% Preliminary Design

Under this task, ESA will satisfy Goal 3 of the RFQ and we will prepare the Preferred Preliminary Design as defined by SRFB Manual 18 to include plans, cost estimate, and the basis of design report (BDR). Before beginning preparation of the Preliminary Design Plans, ESA expects a fully vetted and written (email) acknowledgment for the preferred alternative selection. Plans will be developed in AutoCAD Civil3D in coordination with SCD and submitted to the project team for review and comment. The plan sets will depict major design elements and details expected for use by the project team to apply for permits. The cost estimate will be based on quantities taken from the Plans. We anticipate including a 20 percent level of contingency for construction and design uncertainty at this phase in the design process. Conclusion of the task will satisfy the SRFB's Preliminary Design requirements as described in RCO Manual 18.

The preliminary design drawings are expected to include the following sheets:

- Title Sheet;
- General Notes;
- Staging Access and Survey Control;
- Temporary Erosion and Sediment Control (TESC);
- Site Plans (up to 4 sheets);
- Planting Plans;
- Up to four (4) Detail sheets

Basis of Design Report

ESA will produce a BDR to document the investigations performed that form the basis of the design. This report will satisfy the requirement of the SRFB Manual 18 Preliminary Design Report and will satisfy the SCD grant requirements as follows:

- Project Goals and Objectives
- Overview of Restoration Alternatives

- Schematic Design (plan view) and cost estimates for each alternative
- Hydraulic Analysis of the Alternatives and recommendations for future analysis if needed
- Other Technical Analysis of the Alternatives
- Assessment of Each Alternative against the Project Goals and Objectives
- Relative Benefits and Constraints of each Alternative
- Stakeholder comments received during the engagement process
- List of anticipated permits and recommended permit strategy
- Cost Estimate

Task 4 Deliverables

- 60% preliminary design plans (PDF)
- Construction cost estimate (PDF)
- 60% preliminary design report (PDF)
- List of permits likely required for the work

Assumptions

- One round of review of 60% plans and BDR including engineer's preliminary construction cost estimate. ESA assumes that SCD will consolidate comments from all reviewers and stakeholders into a single set of written comments and provide to ESA.
- SCD would lead any necessary utility identifications and relocations as needed.
- Two, 2-hour (2) teleconference meetings for feedback from SCD, the technical work group, and stakeholders during the 60% design process.
- ESA can lead and/or provide permit application support under a contract addendum.

Table 1. Detailed Project Budget and Deliverables

Task	***Description***	***Due Date***	***Cost***
1	**Project Management**	**6/23/2023**	**$8,672**
	Project kickoff meeting with SCD - Note date in monthly progress report	October/November 2022	
	Monthly invoices and progress reports (9)	October - June	
	Up to 4 project management meetings - Note dates in monthly progress reports	Dates TBD	
	Monthly 30-minute meetings to discuss project progress and key decisions (9) - Note dates in monthly progress reports	Dates TBD	
2	**Conceptual Alternative Analysis and Initial Design**	**6/23/2023**	**$19,692**
	Data acquisition and analysis - Include summary of activity in monthly progress report(s)	12/15/2022	
	4-hour onsite meeting during ESA's field data acquisition efforts (1) - Note date in monthly progress report	12/15/2022	
	Follow-up meeting with SCD to review results of field data acquisition efforts (teleconference) (1)	1/13/2023	
	Review meetings with SCD (up to 2) (teleconference)	2/17/2023	
	5 to 10 page conceptual alternatives analysis technical	2/28/2023	

	memo summarizing the process and recommendations for preferred concept, tailored to fit the requirements of the SRFB Manual 18 Conceptual Design - Up to 3 design alternatives will be included - Draft memo, provide to SCD for review - Final memo		
	GIS designs and concept drawings - Stakeholder-friendly plan-view concept drawings	2/28/2023	
	Submit total amount for mileage and total amount for supplies.	1/13/2023	
3	**Stakeholder Engagement**	**5/26/2023**	**$35,004**
	Develop an engagement strategy with input from SCD and community leaders. - Outline - Meeting with community to tailor approaches - Draft - Final	11/30/2022	
	Facilitate kickoff meeting with the CCC community - Note date, list of attendees, format, and summary of feedback in monthly progress report	11/30/2022	
	Facilitate additional meetings with the CCC community to clarify project scope with regards to community concerns and priorities. - Note dates, lists of attendees, format, and summary of feedback in monthly progress report	1/31/2023	
	Facilitate a meeting(s) and/or other engagement methods with the CCC community to solicit input on the alternatives. - Note date(s) of engagement, lists of attendees or numbers of responses, format, and summary of feedback in monthly progress report	3/31/2023	
	Evaluate feedback from CCC community. - Summarize feedback and resulting decisions in monthly progress report	4/28/2023	
	Catalogue studies recommended by the community to technical stakeholders for potential future phases with budgets. - Note list of studies with budget in monthly progress report	5/26/2023	
	Facilitate kickoff meeting with the WRIA 6 Salmon Recovery Technical and Citizen Committee to introduce the project background and objectives (teleconference) (1) - Note date in monthly progress report	12/30/2022	
	Facilitate meeting with the WRIA 6 Salmon Recovery Technical and Citizen Committee to solicit input on the design alternatives. (teleconference) (1) - Note date in monthly progress report	3/31/2023	
	Evaluate feedback from WRIA 6 Salmon Recovery Technical and Citizen Committee - Summarize feedback and resulting decisions in monthly progress report	4/28/2023	
	Submit total amount for mileage and total amount for supplies.	5/26/2023	
4	**Preferred 60% Preliminary Design**	**6/23/2023**	**$20,385**
	Develop draft of 60% design plans and design report	5/26/2023	

	for review by SCD and stakeholders		
	Two, 2-hour teleconference meetings for feedback from SCD, the technical work group, and stakeholders during the 60% design process (2) - Note dates and recommendations in monthly progress report	6/15/2023	
	Submit the 60% preliminary design plans (PDF)	6/23/2023	
	Submit the construction cost estimate (PDF)	6/23/2023	
	Submit the 60% preliminary design report (PDF)	6/23/2023	
	Submit the list of permits likely required for the work on the preferred design	6/23/2023	
		Total	**$84,908**

Table 2: Staff and Billing Rates

Name or Position	Hourly Billing Rate
Sky Miller	$272
Paul Schlenger	$245
Dan Elefant	$209
Rachel Gregg	$195
Engineer 3	$181
Engineer 2	$146
Engineer 1	$135

Additional Allowable Expenditures:

- Local travel, not to exceed State of Washington reimbursement rates
- Rental of Survey-Grade GPS
- Lodging and Car Rental as needed