

RESOLUTION 2023-BB

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH PARAMETRIX, INC**

WHEREAS, the Town of Eatonville (“Town”) was awarded \$990,000 in grant funds by Pierce County to be used for repair of the Mashel River Streambank Armor protecting the Town’s Wastewater Treatment Plant; and

WHEREAS, the Town is in need of a professional consulting firm to provide services for data collection, design, permitting and construction management of the project; and

WHEREAS, the Town selected Parametrix, Inc for professional services to support our sewer department; and

WHEREAS, funding is available in the grant and Town match to cover the costs of the agreement; and

WHEREAS, the Town wishes to continue to utilize Parametrix, Inc to provide professional services for the Mashel River Streambank Armor project; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the professional services agreement, attached hereto as Exhibit A, with Parametrix, Inc. for consulting services, not to exceed \$292,109.20.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 24th day of July 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2023-BB

TOWN OF EATONVILLE PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the ____ day of _____, 20__, by and between

TOWN OF EATONVILLE, WASHINGTON (“TOWN”)

210 Center Street West

P.O. Box 309

Eatonville, WA 98328

Contact:

Phone: 360.832.3361 Fax: 360.832.3977

Email:

and

Parametrix, Inc. (“CONSULTANT”)

1019 39th Ave SE, Suite 100

Puyallup, WA 98374

Contact: JC Hungerford, PE

Phone: 253-604-6600

Fax: 855-542-6353

Email: jhungerford@parametrix.com

Tax Id No.: 91-0914810

for professional services in connection with the following Project:

Wastewater Treatment Plant Mashel Riverbank Stabilization Project: Data collection, design, permitting, and construction phase services to support construction of a project to protect the river bank adjacent to the Wastewater Treatment Plant from erosion by the Mashel River.

TERMS AND CONDITIONS

1. Services by Consultant

- A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit A attached hereto and incorporated into this Agreement. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the Town. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Town or others in relation to the work.
- B. The Town may from time to time require changes or modifications in the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Town. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

- C. The Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors, when required to do so by the Town, without additional compensation.

2. Schedule of Work

- A. Consultant shall perform the services described in the scope of work in accordance with the schedule generally as follows: Provide plans and specifications as needed for permitting and timely bid advertisement such that the project can be under construction in the summer of 2024 to meet permitting and fish window requirements. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

- 3. Compensation** The Consultant shall be paid by the Town for services rendered under this Agreement as follows: TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$292,109.20** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B.

4. Payment

- A. Consultant shall maintain time and expense records and provide them to the Town monthly, along with monthly invoices in a format acceptable to the Town for work performed to the date of the invoice.
- B. All invoices shall be paid by Town within sixty (60) days of receipt of a proper invoice. Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract.
- C. The Consultant and its Subconsultants shall keep available for inspection, by the Town, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement. If any litigation, claim, or audit is started before the expiration of the three-year retention period, the records shall be retained until litigation, claims, or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.
- D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. Town may withhold payment for such work until the work meets the requirements of the Agreement.

5. Non-Discrimination and Compliance with Laws

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, gender, marital status, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

- B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Consultant shall obtain a Town of Eatonville business license prior to receipt of written Notice to Proceed.
- D. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by Town, in whole or in part, and may result in ineligibility for further work for Town.

6. Suspension and Termination of Agreement

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days' written notice to the other party in accordance with the subparagraphs below:

- A. In the event this Agreement is terminated by the Town other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for work completed under any current task authorizations at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination equals or exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due, and the Consultant shall immediately reimburse the Town for any excess paid.
- B. In the event the services of the Consultant are terminated by the Town for actual fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Town of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination; provided, however, Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Town may suspend this Agreement, at its sole discretion, upon not less than 5 days' written notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant

under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

- A. Except as otherwise provided herein, all data materials, reports, memoranda, and other documents developed under this Agreement shall become the property of Town, shall be forwarded to Town at its request, and may be used by Town as it sees fit, provided that payment has been made to the Consultant per the terms of this Agreement. Town agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefrom.
- B. The Consultant shall provide the Town with electronic copies of the project documents, in accordance with the task authorization, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG).
- C. Methodology, materials, software, logic, and systems developed outside of task authorizations, or were pre-existing to any task authorizations, remain the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

- A. Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Consultant's risk. To the fullest extent permitted by law and subject to the following conditions, Consultant agrees to indemnify, , save and hold harmless the Town, its elected and appointed officials, employees and agents (defined in this paragraph as "Indemnified Parties") from any and all liability, demands, , causes of action, suits or judgments, including costs, attorney fees and expenses, incurred in connection therewith, arising out of, or in connection with, or incident to, the negligent acts or omissions of Consultant, its Subcontractors of any tier, their agents, and anyone directly or indirectly employed by them or anyone for whose acts they are liable (defined in this paragraph as "Indemnitor" or "Indemnitors").
- B. In the event that any suit based on such a demand, loss, damage, cost, or cause of action is brought against Consultant, the Town retains the right to participate in said suit if any principle of public law is involved. Consultant agrees to being added by the Town as a party to any arbitration or litigation with third parties in which the Town alleges indemnification or contribution from Consultant, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, Consultant shall be liable in place of such Subcontractor(s) of any tier.
- C. To the fullest extent allowed by law, this indemnity and hold harmless shall include any claim made by an employee of Consultant or Subcontractor or agent of Consultant, even if Consultant is thus otherwise immune from liability pursuant to Title 51 RCW. Consultant for itself, and its Subcontractors and agents, specifically and expressly waive the right to assert against the indemnities any immunity that may be granted under the Title 51 RCW. Consultant shall include such waiver in all agreements with Subcontractors. Consultant specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the

parties that Consultant provide the broadest scope of indemnity permitted by RCW 4.24.115, when applicable.

- D. Neither this paragraph nor any other part of this Agreement shall obligate Consultant to defend or indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties, their agents or employees; provided that Consultant shall be obligated to indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) an Indemnified Party or the its agents or employees, and (b) Indemnitors, to the extent of Indemnitors' negligence.

10. Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Town.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. 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.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the Town 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 work.

11. Assigning or Subcontracting

Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the Town, which consent may be withheld in the sole discretion of the Town.

12. Employment; Independent Contractor

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Consultant is and shall be at all times during the term of this Agreement an independent contractor. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. Any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town in any way except as may be specifically provided herein.
- C. The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Town except regularly retired employees, without written consent of the Town.

13. Notice

Any notices required to be given by the Town to Consultant or by Consultant to the Town shall be in writing and delivered to the parties at the following addresses:

Town:

Seth Boettcher
Town Administrator
210 Center Street West
P.O. Box 309
Eatonville, WA 98328

Phone: 360.832.3361
Fax: 360.832.3977

Consultant:

Randy Raymond, PE
Senior Consultant
1019 39th Ave SE, Suite 100
Puyallup, WA 98374

Phone: 253-604-6600
Fax: 855-542-6353

14. Disputes

The parties shall make a good faith effort to resolve disputes in connection with the work prior to initiating legal action. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. The venue shall be in Pierce County Superior Court.

15. Attorneys Fees

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

16. Extent of Agreement/Modification

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

17. Execution and Acceptance.

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The parties do hereby accept the Agreement and agree to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first written below.

TOWN OF EATONVILLE

CONSULTANT

By: _____

By: _____

David Baublits
Mayor

Name: JC Hungerford, PE

Date: _____

Title: Water Division Manager

Date: _____

Attest:

By: _____
Miranda Doll
Town Clerk

EXHIBIT A SCOPE OF WORK

Town of Eatonville Wastewater Treatment Plant Mashel River Bank Stabilization

INTRODUCTION

Over the last 15 years, the Mashel River has eroded its northerly bank to within 40 feet of the Eatonville Wastewater Treatment Plant (WWTP). The erosion significantly accelerated over the 2021-22 flood season, and the river is now directly eroding the toe of an embankment that contains the solids holding ponds. Without riverbank stabilization, the river will damage existing structures, including the embankment containing the solids holding pond, which could release approximately 5.8 million gallons of wastewater contamination into the Mashel River. The project includes design, permitting, and installation of engineered ballasted wood structure stabilization materials along up to 550 feet of riverbank immediately adjacent to the WWTP. The project is located on the right (northerly) bank of the Mashel River approximately 500 feet downstream of the SR 161 bridge. This Scope of Work includes Parametrix support for data collection, design, permitting, and construction phase services in support of this project.

GENERAL ASSUMPTIONS

The following assumptions apply to this entire scope of work. Any deviations from these assumptions may require an amendment to the portion of the scope and budget that is impacted by changes:

- The total project duration will not exceed 21 months from the Notice to Proceed date.
- Plans, Specifications, and Estimates will be provided in Parametrix standard formats. Technical special provisions will be prepared in WSDOT format.
- The Town will directly pay any permit fees required for the project.
- The Town will be responsible for any advertisements associated with the permitting and bidding processes.
- This scope of work does not include acquisition of right-of-way or temporary construction easements.
- While Parametrix will endeavor to expedite permitting, Parametrix does not control agency permitting timelines and is not responsible for delays to the project or related impacts resulting from agency permit review timelines.
- Draft engineering documents will bear the stamp of a Professional Engineer licensed in Washington but will not be signed. Final engineering documents will be stamped and signed by a Professional Engineer licensed in Washington

TASK 01 – PROJECT MANAGEMENT

Objective

The objective of this task is to provide overall project management of the consultant contract with the Town for the project.

SCOPE OF WORK (continued)

Approach

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule. Coordinate project team, subconsultants, and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Quality assurance and quality control (QA/QC) each deliverable will be independently reviewed by senior staff prior to delivery to the Town.
- Team meetings with the Town.
- Stakeholder/permitting agency meetings.
- Monthly Invoices and Progress Reports – Prepare a monthly invoice for services performed by Parametrix and subconsultants.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

- Budget assumes 6 Town/design team meetings (conducted virtually).
- Budget assumes 8 stakeholder/permitting meetings (half on-site and half conducted virtually).

TASK 02 – DATA COLLECTION

Objectives

Collect the site and hydraulic information necessary to inform the design and permitting of the project.

Subtask 02-01 – Documentation Review

Approach

- Parametrix will collect and review existing hydrologic and hydraulic data available from public sources including stream flows, flow frequencies, and documentation of prior flooding events in the vicinity of the site.
- Parametrix will conduct cultural resources background research including a check of records at the Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archaeological Records Data (WISAARD) for information on previous projects and identified archaeological sites in the project area prior to any field activity. Other background information will be collected from ethnographic and historic accounts, previous regional cultural resource investigations, local historical societies and informants, maps, and photographs. This research will help inform the field investigations and documentation and evaluation of cultural resources and help support recommendations for the project concerning these resources.
- Parametrix will review plans and reports as available for construction and modifications to the WWTP and publicly available information for other relevant nearby projects in and adjacent to the Mashel River.

Deliverables

There will be no specific deliverables associated with this subtask; information collected will be incorporated in other project deliverables.

Assumptions

Preliminary desktop research indicates that there are no built environment historic era properties (buildings or structures 45 years of age or older) that require formal documentation located within or directly adjacent to the proposed project area that may be impacted by project construction and/or implementation. As such, Parametrix assumes that no built environment buildings or structures requiring identification or evaluation will be located in the APE. Should this assumption change over the course of the project, Parametrix reserves the right to reassess this assumption, and the scope and cost for cultural resources may need to be revisited.

Subtask 02-02 – Field Study

Approach

- Parametrix will conduct a site visit and hydraulic evaluation. Select members of the design team will conduct one day of field observations on foot. The purpose of the visit is to acquaint the project team with the site and evaluate channel processes contributing to erosion at the project bank.
- Parametrix will conduct a cultural resources pedestrian survey.
 - In accordance with the current DAHP guidelines, Parametrix will conduct an archaeological survey to determine if archaeological resources are present within the approximately 1/2-acre area of potential effects (APE) and establish their horizontal and vertical boundaries in the APE. The survey will include pedestrian survey and subsurface shovel probes within high probability areas (HPAs) for the presence of cultural resources where project related ground disturbances are planned. All soil exposures, including those observed on the surface and along riverbanks, will be inspected for the presence of cultural materials. Observations about topography, vegetation (including culturally significant vegetation), ground surface visibility, and disturbances will be recorded in the project field notebook. Overview and close-up photographs will be taken, and each photograph will be recorded on a standardized photograph log.
 - When archaeological resources are encountered during the pedestrian survey, the field crew will systematically search the area to delineate resource boundaries within the APE and to identify artifact concentrations, tools, and features. The area surveyed, site boundary, diagnostic artifact locations, artifact concentrations, and features will be recorded with a GPS unit and marked on project maps. Photographs will be taken of the general resource location and diagnostic artifacts. No archaeological materials will be collected. Artifacts will be recorded in the field and identified as to type, material, function, and cultural and chronological association, where possible, and then placed back where they were found. The resources will be recorded on the appropriate inventory form and submitted on WISAARD. Up to one archaeological resource is anticipated under this cost estimate.
 - The DAHP predictive model maps the APE as High Risk to Very High Risk for the presence of archaeological resources. Within the APE, Parametrix anticipates some variability across the landform and during the pedestrian survey the field director will define high probability areas (HPAs) for buried archaeological deposits, careful to avoid clearly disturbed areas. Parametrix anticipates that up to six shovel probes will be excavated in HPAs where project-related ground disturbances are proposed. This anticipated number of probes may be adjusted following the pedestrian survey. Should additional probes be necessary, Parametrix will coordinate with the Town.

SCOPE OF WORK (continued)

- Shovel probes will measure approximately 40 centimeters (cm) in diameter and will be excavated by hand with a shovel to a minimum of 70 cm below surface and two sterile 10-cm levels, where possible. Soils from shovel probes will be screened through 1/4-inch mesh hardware cloth. Texture, color, and structure of soil horizons observed in each probe will be recorded, and the probes backfilled. The locations of shovel probes will be marked on project field maps and recorded using a GPS unit. Overview photographs of representative shovel probes will be taken. The artifacts found in shovel probes will be described, photographed, bagged, and returned to the hole.
- Archaeological resources (sites and isolated finds) will be delineated with radial shovel probes (using the same methodology described for shovel probing) excavated outside the resource boundaries at cardinal directions within the APE, where appropriate, until the resource is bounded by negative shovel probes or the natural topography. If we discover an archaeological resource during our exploratory shovel probing, we will continue each positive shovel probe until we reach two sterile 10-cm levels, if possible, to test the vertical boundaries of the resource.
- Parametrix will conduct a field delineation of the Mashel River and wetlands, streams, and buffers within the study area; perform wetland ratings; and determine Washington State Department of Natural Resources (DNR) water type for streams within the project limits. Wetland delineation and rating forms will be prepared.
 - Delineate the Mashel River in the study area using the Corps Regulatory Guidance Letter 05-05 for ordinary high water mark (OHWM) identification methods for nontidal waters and jurisdictional ditch centerlines.
 - Assess fish and wildlife habitat.
 - Delineate wetlands within the study area following the United States Army Corps of Engineers (Corps) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (USACE 2010).
 - Rate each wetland using the Washington State Wetland Rating System for Western Washington – 2014 Update (Hruby 2014). The applicable King County Critical Areas Ordinance sections will be reviewed for applicable regulatory buffer widths.

Deliverables

There will be no specific deliverables associated with this subtask; data collected will be incorporated in other project deliverables.

Assumptions

- Site Visit
 - The site visit will be limited to Town-owned property and other public lands; no special access or permissions will be required.
- Pedestrian Survey
 - All areas that are not inundated with water or otherwise inaccessible within the 1/2-acre project area will be pedestrian surveyed.
 - No agency permits, special access, or permissions will be necessary for the archaeological survey.
 - Up to six shovel probes will be excavated within HPAs where project-related ground disturbances are planned and to delineate horizontal and vertical boundaries of identified archaeological resources.

SCOPE OF WORK (continued)

- Up to one archaeological resource (site or isolate) will be identified. No aspects of the historic built environment will be identified.
- Field Delineation
 - The wetland/critical areas site visit will include delineation of wetland boundaries and the OHWM of the Mashel River on Town-owned lands between the WWTP and the river (up to 1,000 feet). Wetland delineation forms will be incorporated in the deliverables provided under Task 03. The site visit does not include any off-site delineation work.

Subtask 02-03 – Survey

Approach

Parametrix will perform a topographic/bathymetric survey on the Mashel River as shown on Exhibit D. Mapping will include approximately 1,700 linear feet of river channel mapping as measured along the thalweg of the Mashel River and within the attached limits map. Parametrix will perform the survey by running cross sections of the river at approximately 50-foot intervals. Cross sections intervals may be tighter in the bends of the river and additional bathymetric data will be collected between sections sufficient capture the bed of the mainstem river channel including, submerged bars, pools, scour holes, and visible grade breaks. Measurements will be collected in a manner that is sufficient to generate a Ground Surface Model (GSM) with 1-foot contour intervals. The banks of the river will be surveyed sufficiently to generate 1-foot contour intervals to 1 shot beyond the top of bank. Additional mapping will be completed around the erosion area and the southern edge of the solids holding ponds as well as key bridge structure elements on Hwy 161 as shown on the mapping limits.

Deliverables

- A Ground Surface Model sufficient for 1-foot contour intervals.
- An ASCII file in CSV format that includes all collected survey data points, including along cross sections and control points.

Assumptions

This scope of work is based on the following assumptions and/or receiving the following site-specific information.

- If any Right of Entry is required, it will be arranged by the Town.
- Mapping and survey limits will be as shown on the attached Exhibit D.
- Parametrix staff will have full rights to determine safe river flow conditions for the survey.
- No lease/boundary or right-of-way delineation is included in this proposal.
- Project Datum, unless otherwise directed:
 - All horizontal positions will be reported in NAD 1983/11.
 - All vertical positions will be reported in NAVD 1988.

TASK 03 – PERMITTING

Objective

Prepare critical areas and shoreline technical documentation and prepare permit applications for all permitting agencies noted below to account for construction and mitigation of the project on the site.

SCOPE OF WORK (continued)

Approach

Following the field visit conducted under Task 02, a critical areas report and mitigation plan will be prepared for compliance with the Town of Eatonville’s critical areas ordinance and Shoreline Master Program.

Permit applications that will be prepared for the project include:

- Town of Eatonville:
 - SEPA checklist
 - Shoreline Substantial Development Permit, Conditional Use Permit, and Variance [Application and permit narrative]
 - Shoreline Narrative
 - Wetlands & Fish and Wildlife Habitat Conservation Areas Critical Areas [Critical areas report and mitigation plan]
 - Frequently Flooded Areas [Floodplain Technical Memorandum]
- Washington State:
 - Washington Department of Fish and Wildlife (WDFW) Hydraulic project Approval (HPA) [JARPA]
 - Washington Department of Ecology (Ecology) Section 401 Water Quality Certification (WQC) [JARPA]
 - Washington State Department of Natural Resources (DNR) – Aquatic Use Authorization [JARPA & JARPA Attachment E form]
- Federal Permits:
 - United States Army Corps of Engineers (USACE) Clean Water Act (CWA) Section 404 Permit [JARPA]:
 - Endangered Species Act (ESA) Section 7 for National Marine Fisheries Service (NMFS) ESA critical habitat for Chinook and steelhead, Essential Fish Habitat (EFH), and US Fish and Wildlife Service (USFWS) bull trout [Biological Assessment and EFH Assessment]
 - ECY CWA Section 401 Coastal Zone Management Consistency Certification [JARPA]
 - Cultural Resources Evaluation (Section 106) [Cultural Resources Report, JARPA]

Parametrix will prepare a SEPA checklist for approval by the Town (Lead Agency). Parametrix will prepare a critical areas report using delineation of critical areas, including wetlands, waters, and critical area habitats performed in the previous phase of the project. A mitigation plan will be included with the critical areas report. This report will also detail the shoreline environment and will address associated permitting and mitigation measures. A JARPA form will be prepared to serve as the application for WDFW’s HPA, Ecology’s Section 401 WQC, DNR’s Aquatic Use Authorization, USACE’s Section 404 permitting, and Ecology’s Coastal Zone Management Certification. A biological assessment will be prepared to address ESA requirements.

Parametrix planners will coordinate with the Town for processing of the Land Use Application which will include a conditional use and shoreline substantial development permit application, shoreline and critical areas narrative, and floodplain memorandum. The Shoreline Hearing meeting will be attended virtually.

Parametrix scientists and planners will coordinate with Town staff and permitting agency staff at the federal, state, and local level. During this coordination, we will verify permitting and design assumptions, options for variances or expedited permitting, and will consolidate agency input on the design strategy.

Parametrix will prepare draft and final permit applications and required supporting documentation as listed in the “Deliverables” section below for submittal to permitting agencies. All applications and documentation will be provided to the Town and permitting agencies in electronic format only.

SCOPE OF WORK (continued)

Parametrix will evaluate the results of cultural resource background research and fieldwork and draft a report to Washington State Department of Archaeology and Historic Preservation (DAHP) standards to aid in satisfying the cultural resources evaluation requirements of EO 21-02/Section 106. The report will include documentation of background research, methods and results of the field investigations, evaluation recommendations for NRHP eligibility, and conclusions and recommendations for further work, if any. The report will also include all necessary graphics and resource forms for up to one archaeological resource (archaeological site or isolate). Parametrix will submit the draft report to the Town, reviewing agency staff, and any interested tribes for one round of review. Upon receipt of any comments on the draft report, Parametrix will address and compile all documentation within a final report and upload the report to the project via WISAARD (or submit to lead agency for WISAARD submittal). The report will include the DAHP coversheet, all maps, and other appropriate attachments.

Deliverables

Draft and final deliverables include:

- Wetland and critical areas delineation and wetland rating data forms to be provided as attachments to the critical areas report.
- Critical Areas and Shoreline Report and Mitigation Plan
- Town of Eatonville Land Use Application
 - Conditional use and shoreline substantial development permit application
 - Shoreline and Critical Areas Narrative
 - Floodplain Memorandum
- SEPA Checklist
- WDFW Hydraulic Project Approval Application (online form)
- Joint Aquatic Resources Permit Application (JARPA) - prepared for the following permit applications:
 - Ecology 401 Water Quality Certification and 30-day pre-filing notification
 - WA DNR Aquatic Use Authorization and Attachment E to the JARPA
 - USACE Section 404 Permit
 - Coastal Zone Management Certification
- NMFS/USFWS Biological Assessment and Essential Fish Habitat Assessment
- Electronic copies of draft and final Cultural Resources Report with appendices (and DAHP cover sheet with final)
- Electronic copy of DAHP archaeological resource inventory form, if applicable

Assumptions

- Mitigation for impacts to wetlands, waters, fish, and the shoreline environment will consist of an on-site self-mitigating bio-engineered design. No additional off-site locations or mitigation banks will be assessed under this scope of work.
- The project will be permittable under the Town of Eatonville's Flood Damage Prevention code without obtaining a CLOMR or LOMR from FEMA.
- While Parametrix will endeavor to expedite permitting, Parametrix does not control agency permitting timelines and is not responsible for delays to the project or related impacts resulting from agency permit review timelines.
- Upland site disturbance will be less than 1 acre; therefore, an Ecology National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit will not be required.
- A clearing and grading permit from the Town will not be required.

- Critical area permitting for geologically hazardous areas and critical aquifer recharge areas are not anticipated.
- All required public notice advertisements will be provided by the Town at their expense.
- All permit fees will be paid directly by the Town.

TASK 04 – DESIGN

Objectives

Provide hydraulic analysis, preliminary design, detailed design, and final bid documents for the project.

Subtask 04-01 – Hydraulic Analysis and Preliminary Design

Approach

Hydrologic Analysis

FEMA effective flows and USGS gage data will be referenced to develop design flows for the project. Parametrix will perform a frequency analysis of available gage data to obtain discharge estimates for recurrence intervals ranging from the 2-year to the 500-year flood. Parametrix will reference gage data to survey data to validate hydraulic model results.

Hydraulic Analysis

Parametrix will develop a combined one- and two-dimensional hydraulic model of the Mashel River to understand existing hydraulic conditions, evaluate alternatives, and estimate design parameters (e.g., depths and velocities) in the project reach. Specifically, the hydraulic model will focus on estimating hydraulic parameters in the vicinity of the threatened bank and locations of possible countermeasures. The model will be developed from channel survey data collected by under Subtask 02-03 and extended using available LiDAR data. Parametrix anticipates using HEC-RAS as the hydraulic model software package. Hydraulic modeling simulations will be used to guide the design development.

Geomorphic Assessment

Parametrix will synthesize available data, including that collected during site visits, and hydraulic modeling results to characterize channel morphology, morphodynamics, and erosion mechanisms. This will include assessment of rates and risk of channel migration, sediment characteristics, and geologic controls.

Alternatives Development and Selection

Parametrix will work with the Town to **develop a list of project objectives and design parameters. Anticipated objectives will focus on design resiliency/project lifespan, design uncertainty, regulatory drivers, risk tolerance, and costs.** Parametrix will identify primary erosion mechanisms and refer to the Integrated Streambank Protection Guidelines (ISPG) analysis and other recognized guidelines to develop design alternatives to stabilize the project bank. **The identified alternatives will be evaluated** against project objectives and a preferred alternative will be selected for design. Parametrix will generate a concise Basis of Design technical memorandum to document the bank protection design process through selection of the preferred alternative and to support the permit applications.

Preliminary Design

This task will advance the preferred alternative to a preliminary design suitable for project permit applications. At this phase, the project footprint, including conceptual grading limits, access and staging areas, and locations of major project features (such as large woody debris or river training structures) will be developed. An engineer's opinion of probable cost (EOPCC) will be developed.

Deliverables

- Basis of Design technical memorandum (Electronic PDF)
- Permit drawing sheets, as listed in Exhibit C (Electronic PDF format, 11 x 17 plans and JARPA 8.5 x 11 figures)
- Preliminary EOPCC (Electronic PDF)

Assumptions

- Up to three concept alternatives will be developed, with a single concept advanced to preliminary design.
- A draft set of drawings will be provided for the preferred concept, and a single set of consolidated comments from the Town and other stakeholders will be incorporated into the permit submittal.
- Project coordination will take place during two meetings to define project objectives and select a preferred alternative.

Subtask 04-02 – 90% Design

Approach

Parametrix will continue adding detail to the Permit Set design, address client and agency comments from the Permit Set, develop 90% draft special provisions, and revise the EOPCC for the project.

Deliverables

- 90% Drawing sheets, as listed in Exhibit C (11 x 17 Electronic PDF, 11 x 17)
- 90% Draft specifications (Electronic PDF and Word formats)
- 90% EOPCC (Electronic PDF)

Assumptions

- Parametrix will respond to a single set of consolidated comments on the Permit Set, to be incorporated into the 90% plan set.
- The Town will provide their standard construction contract documents for use in the draft specifications.
- Special provisions will be in WSDOT standard format and will reference the 2023 WSDOT Standard Specifications.

Subtask 04-03 – Final Bid Documents

Approach

- Parametrix will address client comments from the 90% Design and revise the EOPCC for the project as necessary to provide documents suitable for public bidding of the project.
- Parametrix will upload the bid documents to the Town's preferred electronic bidding service.
- Parametrix will attend a pre-bid meeting on the site.
- Parametrix will review the bids received by the Town and generate a bid tabulation.

SCOPE OF WORK (continued)

Deliverables

- Final drawing sheets, as listed in Exhibit C (11 x 17 Electronic PDF, 11 x 17)
- Final Specifications (Electronic PDF format)
- Final EOPCC (Electronic PDF)
- Bid tabulation (Electronic PDF)

Assumptions

- Parametrix will respond to a single set of consolidated comments on the 90% plans and specifications, to be incorporated into the final bid documents.
- The Town will be responsible for any and all bidding service fees.
- The pre-bid meeting will be on the project site and will include up to two Parametrix staff for up to 3 hours each, including travel time.
- Parametrix will attend the bid opening virtually. The Town will provide a Teams or Zoom format meeting for this purpose.
- The Town will provide Parametrix with electronic copies of all bid packages received within one working day of the bid opening.

TASK 05 – SERVICES DURING CONSTRUCTION

Objectives

Provide support to the Town during construction of the project.

Subtask 05-01 – Office Services During Construction

Approach

- Parametrix will attend the Preconstruction Meeting for the project.
- Parametrix will review contractor submittals and RFIs, up to the hour limit identified in Exhibit B.
- Parametrix will assist the Town in preparing contractor progress estimates, up to the hour limit identified in Exhibit B.

Deliverables

- Preconstruction Meeting agenda and minutes.
- Submittal and RFI review comments in electronic (PDF) format.
- Progress Estimates in electronic (Excel and PDF) format.

Assumptions

- The Preconstruction Meeting will be held on the project site and will include up to four Parametrix staff for up to four hours including travel time.
- All submittals and RFIs will be provided in electronic (PDF) format and will meet the submittal format requirements of the specifications. Submittals not meeting the specifications will be returned to the contractor unreviewed for revision as a cost-saving measure.

SCOPE OF WORK (continued)

Subtask 05-02 – Field Services During Construction

Approach

- Parametrix will provide staking of the construction baseline and key reference points for construction of the project.
- Parametrix will provide part-time construction observation. The observation will focus on key components of the project, including assembly and placement of large wood structures.

Assumptions

- Survey will be scheduled in full-day increments in accordance with the project specifications and will be limited to two 8-hour days with up to two Parametrix staff including travel time.
- Construction observation will be scheduled in full-day increments for one Parametrix staff for a total of 8 hours including travel time and documentation.
- The Contractor will keep the Parametrix observer informed of project scheduling to allow efficient scheduling of observation.

Deliverables

- Field reports for each site visit, including site photos as appropriate, in electronic PDF format.

Client: Town of Eatonville
Project: WWTP Mashel River Bank Stabilization
Project No: 216-2451-TBD

EXHIBIT B: FEE ESTIMATE

				Rates:																											
				Sr Consultant - Project Manager/Civil Lead	Sr Project Control Specialist	Project Accountant	Sr Consultant (Civil)	Engineer IV (Hydraulics)	Engineer IV (Hydraulics)	Engineer III (Civil Design)	Sr. Consultant (Cultural Resources)	Cultural Resources Staff	Survey Supervisor	Senior Surveyor	Sr. Project Controls Specialist (Survey Coordination)	Surveyor III	Surveyor III	Surveyor II	Surveyor II	Sr. Scientist/Biologist (Permitting Lead)	Senior Planner (Permitting)	Scientist II (Permitting)	Planner IV (Permitting)	Scientist III (Permitting)	Scientist/Biologist III	Sr. Scientist/Biologist	Publications - Specifications	GIS Analyst (Permitting)	Inspector		
				\$262.03	\$126.67	\$117.30	\$265.00	\$156.92	\$184.16	\$140.09	\$227.29	\$137.25	\$235.61	\$150.03	\$139.54	\$141.83	\$119.29	\$108.95	\$108.28	\$210.11	\$194.80	\$95.31	\$161.28	\$156.65	\$131.33	\$177.75	\$132.37	\$102.63	\$134.08		
Phase	Task	Description	Labor Dollars	Labor Hours																											
01		Project Management and Meetings	\$29,711.35	158	32	36	12	24	18	8	8	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	8	0	0		
	01	Project Management and Meetings	\$29,711.35	158	32	36	12	24	18	8	8	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	8	0	0		
		Project Management	\$8,650.90	56	12	24	12																				8				
		QA/QC	\$9,929.48	40	8			24		8																					
		Meetings	\$11,130.98	62	12	12			18		8									12											
02		Data Collection	\$53,131.52	367	10	0	0	0	28	12	0	16	32	7	21	3	64	42	40	42	4	0	0	0	0	18	18	8	2	0	
	01	Documentation Review	\$6,500.10	38	2	0	0	0	16	0	0	8	12	0	0	0	0	0	0	4	0	0	0	0	0	18	18	8	2	0	
		Hydrologic Data	\$1,255.38	8					8																						
		Historic/Cultural Resources Literature Review	\$1,818.29	20						8		12																			
		Other Area Projects	\$1,779.43	10	2				8																						
	02	Field Study	\$18,420.72	110	8	0	0	0	12	12	0	8	20	0	0	0	0	0	0	4	0	0	0	0	18	18	8	2	0		
		Engineer Field Visits	\$6,189.18	32	8				12	12																					
		Critical Areas Delineation	\$7,668.25	50																4					18	18	8	2			
		Cultural Pedestrian Survey and Subsurface Testing	\$1,818.29	28							8	20															8	2			
	03	Survey	\$28,210.70	219	0	0	0	0	0	0	0	0	7	21	3	64	42	40	42	0	0	0	0	0	0	0	0	0	0	0	
		Manage and Prep	\$3,332.58	19								6	10		3		8														
		Mob/Demob	\$3,976.68	33									1				8		8	8											
		Total Station Scanning	\$5,761.51	50									2					24													
		Establish Datum and Control	\$2,575.66	22									2						10												
		Drone Flight	\$0.00	0																											
		High-definition Single Beam	\$4,838.46	34									2				32														
		Reduce and Process Data	\$3,445.04	28													12		16												
		Draft and Surface Creation	\$3,445.04	28													12		16												
		Deliverable Package	\$835.73	5								1	4																		
03		Permitting	\$63,013.18	48	2	0	0	0	0	8	0	24	30	0	0	0	0	0	0	84	8	16	48	96	0	0	32	36	0		
	01	Permitting	\$63,013.18	48	2	0	0	0	0	8	0	24	30	0	0	0	0	0	0	84	8	16	48	96	0	0	32	36	0		
		Cultural Resources Technical Memorandum	\$4,695.54	48						8		16	24								8						8				
		Cultural Resources Coordination	\$3,182.80	20	2						8	6								4							4	8			
		Critical Areas Report & Mitigation Plan	\$7,631.47	48																12	4			24			4	8			
		Town of Eatonville Land Use Application - CUP and SDDP	\$6,010.27	38																2	4			24			4	4			
		Town of Eatonville Land Use Approval - Shoreline & Critical Areas Narrative	\$5,335.00	32																2	4			24			2				
		Town of Eatonville Land Use Approval - Floodplain Memorandum	\$2,578.47	14						8										4							2				
		Town of Eatonville SEPA Checklist	\$2,630.20	22																4		16					2				
		WDFW Hydraulic Permit Approval	\$3,988.42	20																16											
		Ecology 401 Water Quality Certification	\$840.46	4																4					4						
		DNR Aquatic Use Authorization	\$4,022.10	26																4							2	4			
		USACE Section 404 Permit	\$2,521.37	12																12											
		NMFS/USFWS Biological Assessment	\$6,380.48	40																8					24		4	4			
		Coastal Zone Management Certification	\$840.46	4																4											
		Joint Aquatic Resources Application (JARPA)	\$8,238.66	56																8					28		4	16			
04		Design	\$83,821.93	505	58	8	0	0	108	103	156	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	68	0	0		
	01	Hydraulic Analysis and Preliminary Design	\$52,187.03	310	28	0	0	0	92	84	78	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	24	0	0		
		Hydrologic and Hydraulic Analysis	\$7,325.00	44	4				40																						
		Geomorphic Assessment	\$9,669.84	52	4				8	40																					
		Alternatives Development & Selection	\$9,234.55	52	8				16	16	12																				
		Basis of Design	\$12,753.27	76	8				16	16	16									4							16				
		Preliminary (30%) Design	\$13,204.37	86	4				12	12	50																8				
	02	90% Design	\$23,600.87	145	21	0	0	0	16	16	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0		
		Plans	\$11,792.64	72	8				12	12	40																				
		Specifications	\$10,425.51	64	12				4	4	12																32				
		Estimate	\$1,382.72	9	1						8																				
	03	Final Bid Documents	\$8,034.04	50	9	8	0	0	0	3	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0		
		Plans	\$2,765.44	18	2						16																				
		Specifications	\$2,112.49	14	2																										
		Estimate	\$542.20	3	1																										
		Upload Plans	\$506.67	4		4																									
		Pre-Bid Meeting	\$1,338.55	6	3					3																					
		Bid Review & Tabulation	\$768.69	5	1	4																									
05		Construction Phase Services	\$50,771.22	354	20	24	0	0	8	0	16	0	0	0	0	16	16	0	0	10	0	0	0	0	0	0	0	0	244		
	01	Office Services	\$12,318.52	74	12	24	0	0	8	0	16	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	4		
		Preconstruction Meeting	\$4,192.23	22	4	4														10								4			
		Submittals	\$2,658.08	18	2	8				8																					
		RFIs	\$3,930.84	24	4	4				8																					
		Progress Estimates	\$1,537.38	10	2	8																									
	02	Field Services	\$38,452.69	280	8	0	0	0	0	0	0	0	0	0	0	16	16	0	0	0	0	0	0	0	0	0	0	0	240		
		Survey	\$4,177.77	32											16	16															
		Construction Observation	\$34,274.92	248	8																								240		
		Labor Totals:		1,768	122	68	12	24	162	131	180	40	62	7	21	3	80	58	40	42	114	8	16	48	96	18	18	116	244		
		Totals:	\$280,449.20			\$31,967.11	\$8,613.32	\$1,407.64	\$6,360.00	\$25,421.45	\$24,124.83	\$25,215.57	\$9,091.44	\$8,509.50	\$1,649.29	\$3,150.62	\$418.61	\$11,346.00	\$6,918.56	\$4,357.84	\$4,547.55	\$23,953.05	\$1,558.43	\$1,525.00	\$7,741.63	\$15,038.21	\$2,363.99	\$3,199.57	\$15,354.92	\$3,900.04	\$32,715.03

Other Direct Expenses	
Mileage - \$0.655/mile	\$3,200.00
Survey Equipment	\$1,600.00
Drone	\$360.00
Miscellaneous Expenses	\$1,500.00
Lodging and Per Diem	\$5,000.00
Other Direct Expenses Total:	\$11,660.00

Project Total

\$292,109.20

SHEET LIST

Sheet	Sheet No.	Sheet Title	Permit Set	90%	Final	Notes
1	G1	Cover Sheet, Vicinity Map, Sheet Index	X	X	X	
2	G2	Legend, General Notes, Abbreviations	X	X	X	
3	T1	Existing Conditions, Control, and TESC Plan	X	X	X	
4	T2	TESC Details		X	X	
5	L1	Planting Plan	X	X	X	
6	L2	Planting Details		X	X	
7	C1	Site Plan	X	X	X	
8	C2	Site Plan	X	X	X	
9	C3	Site Sections	X	X	X	
10	DT1	Details	X	X	X	
11	DT2	Details		X	X	
12	DT3	Details		X	X	
13	DT4	Details		X	X	
		Specifications		X	X	WSDOT format specs with 90% and Final submittals.

This sheet list is to provide a reference to the expected size of the plan set that has some connection to the basis of the design cost

**EXHIBIT D
SURVEY EXTENTS**

Exhibit A
Resolution 2023-BB

Approximate
Project Area

Survey Area

23,876.26 sf

222,688.4 sf

161

436th St E

Google Earth



500 ft

