



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Mingo, Environmental Public Health Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: May 15, 2023

SUBJECT: Agenda Item – Workshop and Possible Approval of Natural Systems Design Professional Services Agreement: Dosewallips River: Rocky Brook and Powerlines Reach Habitat Restoration Designs Project; April 1, 2023 – November 30, 2024; \$444,887.00

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests a Workshop and Possible Approval of Professional Services Agreement with Natural Systems Design for the Dosewallips River: Rocky Brook and Powerlines Reach Habitat Restoration Designs Project; April 1, 2023 – November 30, 2024; \$444,887.00.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

Next phase assessment and design activities to support habitat restoration and resiliency in the Dosewallips River are being planned for the Powerlines and Rocky Brook Reaches located upstream of Brinnon and the Rocky Brook gorge. JCPH requests an opportunity present and discuss next steps towards development of a preliminary design and permit applications for the Powerlines Reach (River Mile 1.0 to 1.9) and initial assessments and conceptual designs for the Rocky Brook to Jupiter Bridge Reach (River Mile 3.4 to 5.8). JCPH also requests approval of a professional services agreement with Natural Systems Design (NSD) to accomplish these tasks.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding for this project is provided by RCO #21-1024 matched by USFS 20-PA-11060900-004 and the Brinnon Flood Account. Additional funding is provided by RCO #18-1228 which is being matched by NMFS ORCA #NA20NMF4380243.

RECOMMENDATION:

JCPH Management recommends that the BOCC hold a workshop and approve the Professional Services Agreement with Natural Systems Design for the Dosewallips River: Rocky Brook and Powerlines Reach Habitat Restoration Designs Project; April 1, 2023 – November 30, 2024; \$444,887.00.

REVIEWED BY:

 5/2/23
Mark McCauley, County Administrator Date

PROFESSIONAL SERVICES AGREEMENT FOR

Dosewallips River: Rocky Brook and Powerlines Reach Habitat Restoration Designs

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Natural Systems Design ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: For the Rocky Brook to Jupiter Bridge Reach (River Mile 3.4 to 5.8), perform site assessments and develop a resiliency plan and conceptual restoration actions. For the Powerlines Reach (River Mile 1.0 to 1.9), the Contractor will develop the previously selected conceptual design alternative to a preliminary design level, including the preparation of key construction permits. The purpose of these projects is to improve habitat conditions for Hood Canal Summer Chum and Mid Hood Canal Chinook by addressing key limiting factors in the Lower Dosewallips River.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on April 1, 2023 and continue through November 30, 2024. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed \$444,887.00 without express written modification of the Agreement signed by the County.
 - b. Invoices must be submitted by the 10th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

- d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with Laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
- a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, 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 County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) Non-owned automobiles.
- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.

- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods:
(a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a “Risk Pool” created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor’s failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor’s liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.

- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Tami Pokorny, Natural Resources Program Coordinator
Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368
Office: 360-379-4498
Email: tpokorny@co.jefferson.wa.us

Notices to Contractor shall be sent to the following address:

Dawn Duncan, Office Manager
Natural Systems Design, Inc.
1900 Northlake Way, Suite 211
Seattle, WA 98103
Ph: 206 480-1114

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a “public record” subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
34. Criminal History/Background Check. Each of the Contractor’s employees, the employees of any of the Contractor’s approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:
- a. Require that each of the Contractor’s employees, the employees of any of the Contractor’s approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
 - b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
 - c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

By: _____
Kate Dean, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

 _____
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

NATURAL SYSTEMS DESIGN

By: _____
Signature

Name: Leif Embertson

Title: President

Date: _____

Exhibit A

Scope of Work

The Contractor will provide a range of outreach, education and professional services leading to a resiliency plan and conceptual designs for salmon habitat improvements in the Rocky Brook to Jupiter Bridge Reach and a preliminary design for salmon habitat improvements and associated permitting documents for the Powerlines Reach of the Dosewallips River. Work performed for each site will be separated into individual tasks specific to each project reach as outlined below and in **Exhibit B**.

Rocky Brook to Jupiter Bridge Reach (Rocky Brook Reach)

The Contractor will characterize the geomorphic, habitat, and hydraulic conditions of the reach, produce a Resiliency plan document, develop two conceptual designs to restore habitat for Hood Canal summer chum and Chinook salmon, and engage with landowners and other project stakeholders. The scope of work related to Rocky Brook is broken down into the following tasks:

- Task 1: Rocky Brook - Existing Conditions Assessment
- Task 2: Rocky Brook - Resiliency plan
- Task 3: Rocky Brook - Conceptual Design
- Task 4: Rocky Brook - Stakeholder Outreach

Task 1: Rocky Brook - Existing Conditions Assessment

The existing conditions assessment will focus on gaining an understanding of the current geomorphic, habitat, and hydraulic conditions of the reach to understand how the site setting and land use history inform current site conditions, habitat limiting factors for Hood Canal Summer Chum and Mid Hood Canal Chinook, and influence flooding and erosion risk for the surrounding community.

Task 1.1a Background Data Collection and Field Reconnaissance

Contractor will review the available background data including:

- Recent and past topography of the site (e.g. 2005 and 2019 LiDAR Digital Elevation Models)
- Recent and past aerial imagery of the site (e.g. USGS Earth Explorer, NAIP, Google Earth)
- FEMA flood maps
- Channel migration zone delineations (Klawon, 2004)
- Geologic maps of the project area (e.g. Washington Department of Natural Resources; Jefferson County Landslide Risk maps)
- Existing publicly available infrastructure and land-use information (e.g. Property ownership, roads, utilities)
- Existing recreational river usage within the reach based upon available information from fishing and boating websites or other previous studies.

- Results for past habitat assessments and limiting factors analyses (e.g. Meridian, 2020; Labbe, 2005; WDFW fish distributions; Hood Canal Summer Chum and Chinook recovery plans; Correa, 2003; Hood Canal Stream Habitat Surveys Report Memo 11-11-2020)

Task 1.1b Contractor will map land ownership, land use, and recreational resources from the available background data.

Task 1.1c Contractor will develop a field reconnaissance plan to facilitate collection of data within portions of the project reach that are publicly owned or within private properties where landowners have granted access to the field team.

Task 1.1d Field Reconnaissance:

Contractor will conduct data-collection reconnaissance of the project area over a two (2) days. In the circumstance that portions of the reach are unable to be accessed in the field, Contractor will utilize the understanding gained during the desktop assessment, combined with field observations, to inform understanding of the entire project reach.

Task 1.2 Data Analysis, Habitat Assessment and Hydraulic Model

Following background and field data collection, the Contractor will compile the data to complete the following analyses:

Task 1.2a Topography

Contractor will compile LiDAR into an updated composite topographic surface and generate a Relative Elevation Model (REM) of the project reach.

Task 1.2b Channel Migration Zone delineation

The delineation of channel migration zones (CMZs), which are defined as all areas susceptible to bank erosion by streams and rivers within the next 100 years, is an essential step to understanding where landowners and infrastructure are relative to erosion risk. Contractor will map the “high”, “medium”, and “low” hazard zones based on the analysis of river erosion rates over time.

Task 1.2c Hydraulic Modeling

Contractor will complete an assessment of basin hydrology within the project area to assess both peak flows and smaller, more frequent flows that influence salmonid habitat conditions in the reach. An assessment of anticipated mid-century (2050) flows under current climate change predictions will also be included. A 2-dimensional hydraulic model will be developed using the channel and floodplain topography to evaluate channel-floodplain connectivity, inundation extents, instream velocities and shear stresses, and to inform the local risk of flooding.

- Contractor will model selected flows under both the current and mid-century (2050) flow regimes. Four (4) flow events will be selected with two flows focusing on more frequent discharges that are tied to key salmonid life history states, and two flows focusing on larger flood event to inform geomorphic trends and flooding risks in the project reach.

- Hydraulic modeling will consist of a maximum of eight (8) discrete flow events to characterize the current and anticipated mid-century (2050) hydraulic conditions.

Task 1.2d Aquatic Habitat Assessment

- An assessment of Chinook and Summer Chum salmon habitat will be completed based on the two-day (2) field reconnaissance and available data from previous studies. Prior to the field habitat assessment, Contractor will review the 2020 Meridian Aquatic Inventory Survey Results and identify data gaps or supplemental data to collect in the Rocky Brook reach to inform the development of the resiliency plan and conceptual habitat designs. The coarse-scale assessment is anticipated to focus on:
 - Mapping and quantification of channel types (i.e. mainstem, braid, or side channel), and coarse scale aquatic habitat units (i.e. pools, riffles, or glides; width and depth of each unit where feasible with single day field effort).
 - Streambank condition, locations of riprap, levees, and road banks (i.e. hydro-modified), stable large wood jam identification and volume estimates, and dominant substrate class.

These elements will be geo-referenced, measured if/as applicable and feasible, and roughly quantified if possible, for inclusion in the resiliency plan. Field data may be supplemented with geospatial data if access to private property is not granted for the field reconnaissance effort. If geospatial data is not sufficient to evaluate a particular data type (i.e. substrate) it will be noted as a data gap in the resiliency plan.

The results of Task 1.2 data collection and analysis will form the framework for the development of the resiliency plan in Task 2. Draft results existing conditions assessment and the 2D hydraulic analysis and will be presented to, and discussed with, the Dosewallips River Collaborative.

Task 1.2e Delineation of Ecological Corridors

Contractor will define and identify two “ecological corridors”, one for the near-term and typical flows, and a second (longer-term) to support reconnection of the floodplain. The Corridors are intended, to the degree that landowners are willing, to support the re-establishment of natural floodplain processes and to communicate the need to accommodate anticipated hydrologic changes linked to climate change.

Deliverables:

- Field reconnaissance plan identifying parcels in which access is secured and parcels in which access is prohibited.
- Updated LiDAR topographic surface, to be incorporated into Resiliency plan, Task 2.
- CMZ Figure of reach, stamped by Licensed Geologist
- 2D hydraulic model output and flood risk maps, to be incorporated into Resiliency plan, Task 2.
- Updated, coarse-scale aquatic habitat map of the project reach, to include to be incorporated into Resiliency plan, Task 2.
- Map of existing land recreation uses in the project reach.

- Map of near- and longer-term ecological corridors.

Due: October 2023

Task 2: Rocky Brook - Resiliency plan

Contractor will prepare a Rocky Brook to Jupiter Bridge Resiliency Plan to document the analysis conducted in Task 1.2 and the stakeholder feedback collected throughout the project in Task 4. The resiliency plan will reference information on natural floodplain processes and draw parallels with the Dosewallips River: Lazy C to Powerlines Reach Resiliency Plan developed in 2021. Like the Lazy C to Powerlines plan, the Rocky Brook resiliency plan will focus on providing geomorphic, habitat and hydraulic context to existing conditions in the reach and overlay these findings with the historic and current land use in the reach and flooding and erosion risks to the local community. The Rocky Brook plan, however, will support the development of more specific conceptual designs focused on the limiting factors at flows that are essential to targeted fish species' life stages, rather than floodplain connection. The Rocky Brook plan will also describe how geomorphic and hydraulic conditions in the Rocky Brook reach may have an influence on downstream conditions.

Deliverables:

- Draft resiliency plan
- Review and integration of a single round of consolidated comments in Track Changes on the draft resiliency plan and final resiliency plan.
- Workplan outlining potential future phases.
- Final resiliency plan

Due:

- Draft resiliency plan: June 2024
- Final resiliency plan: September 2024

Task 3: Rocky Brook - Conceptual Design

Conceptual designs will be developed for two (2) different sites as recommended during the development of the resiliency plan. Each concept will focus on short-term actions that improve key salmonid habitat conditions at discrete project sites. Restoration actions will fit within site constraints (e.g. construction, geomorphic, social) and include a discussion on implementation feasibility, and the pros/and cons related to community risk and resiliency. Each conceptual design site will consist of a discrete geographic location in the project reach and may contain multiple adjacent landowners into a single site. Examples of short-term project elements include the construction of in-channel engineered log jams (ELJs), side channel connection, and riparian planting. A discussion of longer-term restoration opportunities such as floodplain reconnection and changes in land use practices will be included in the ecological corridor delineation.

The 2D hydraulic model developed during Task 1 will be updated to represent the proposed conditions of each of the two (2) design concepts to aid in characterizing the hydraulic, geomorphic and habitat response of each alternative. Proposed restoration elements will be represented in the hydraulic model as changes in the model terrain and/or changes in hydraulic roughness. Hydraulic output from the proposed conditions model (depths, velocity, water surface elevation) will be

compared to the existing conditions to assess changes in hydraulic conditions as a result of the proposed restoration actions and inform the anticipated geomorphic and habitat response of each alternative.

Contractor will present the conceptual design alternatives to County, the Dosewallips River Collaborative, and other project stakeholders. Based upon feedback on the conceptual designs, a preferred concept will be selected and refined such that it may be advanced toward preliminary design in a future phase of work. Contractor will document the conceptual plans based on the RCO Manual 18 guidance. The concepts will consist of single plan-view graphics with a brief written description and are assumed to include instream and floodplain restoration elements. A conceptual level cost estimate will also be developed for each design alternative. Conceptual design alternative, consultation with project stakeholders, and discussion of the preferred design concept will be incorporated into the final resiliency plan document.

Deliverables:

- Two (2) conceptual designs in PDF format provide plan-view representation of proposed actions.
- Review and integration of one round of comment in Track Changes on conceptual design plans from the Dosewallips River Collaborative.
- Final conceptual design figures in PDF format based on selected alternatives and comments from DRC and other project stakeholders.
- Conceptual basis of design section of the resiliency plan per RCO Manual 18 guidelines.

Due:

- Draft conceptual designs: May 2024
- Final conceptual designs: September 2024

Task 4: Rocky Brook - Stakeholder Outreach

Contractor will support County in using individual meetings, phone calls, and mailings as the primary tools for communicating with reach landowners. The Dosewallips River Collaborative (DRC) meetings will be the avenue for communicating more generally about the project's objectives and milestones. The County and grant managers will review draft analysis results and other technical work until the extent of landowner interest and cooperation is well understood.

Contractor will attend and present at up to five (5), online DRC meetings over the course of the Rocky Brook Resiliency plan and conceptual design. The number of presentations will be determined based on the level of public interaction desired by the landowner(s). To the degree that the Contractor is not involved in DRC meetings on this project, time will be shifted by mutual agreement to meetings with individual landowners.

A tentative plan for three DRC meetings is as follows:

1. Kickoff meeting to discuss project goals, available data, and key concerns – Spring 2023
2. Presenting conceptual design alternatives – Late Spring 2024
3. Select preferred design(s) – Summer/Fall 2024

Contractor will meet with landowners over three (3) different site visit days over the course of the project. Contractor will also support County in the development of six (6) quarterly progress flyers to be sent to landowners in the project reach and key project stakeholders.

Deliverables:

- Contractor attendance and presentation at up to five (5) DRC meetings for a up to 10 hours of Contractor staff time.
- Contractor attendance at meetings with landowners in the reach for a total of up to 24 hours over no more than three (3) separate site visit days.
- Narrative and graphics to support six (6) quarterly progress report flyers to be developed and distributed by County.

Powerlines Reach

In the Powerlines Reach, Contractor will advance the previously developed preferred restoration concept to a preliminary level of design including the submittal of construction permits. Included within this process is the collection of key supplemental reach data including a bathymetric survey, delineation of existing wetland and waters, and assessment of cultural resources. During this work, Contractor will engage with project stakeholders through attendance at Dosewallips River Collaborative meetings and through site visits and other meetings with individual landowners and the local community.

Work performed in support of advancing the Powerlines project to a Preliminary Design level are broken into the following tasks:

- Task 5: Powerlines - Field Reconnaissance and Survey
- Task 6: Powerlines - Wetlands and Waters Delineation
- Task 7: Powerlines - Cultural Resources Assessment
- Task 8: Powerlines - Hydraulic and Geomorphic Assessment
- Task 9: Powerlines - Preliminary Engineering Design and Basis of Design Report
- Task 10: Powerlines - Permit Applications
- Task 11: Powerlines - Stakeholder Outreach
- Task 12: Powerlines - Project Management

Task 5: Powerlines - Field Reconnaissance and Survey

Contractor will collect information from the field in order to accurately describe and quantify current conditions.

- Contractor will conduct a topographic and bathymetric survey to supplement the available LiDAR data to refine the 2D Hydraulic Model developed during the Conceptual Design phase and update project basemaps.
- Contractor's geomorphologist will perform a field reconnaissance in tandem with the topographic/bathymetric survey to assess existing geomorphic conditions in the reach and inform the preliminary design.

- Contractor will update existing project base maps with collected topographic and bathymetric data.

Deliverables: Updated topographic/bathymetric basemap documenting survey results for use in the preliminary design.

Due: October 2023

Task 6: Powerlines – Wetlands and Waters Delineation

Contractor will perform wetlands and waters delineation to support hydraulic modeling accuracy and to meet permitting requirements.

- Contractor's wetland biologists will collect field photos and record indicators of Ordinary High Water Mark (OHWM) along the Dosewallips River in accessible locations on river right and left within defined area of potential effect to supplement hydraulic model output in determining the OHWM for use on the project basemap.
- Contractor's wetland biologists will conduct a routine wetland delineation field investigation, over two (2) field days, within the defined area of potential effect on both river right and river left where access has been secured. This task assumes there will be access to both publicly owned-parcels and to the private lands on river left.
- Contractor will collect wetland determination sample plots throughout the defined area of potential effect and complete Washington Department of Ecology wetland rating forms for approximately three representative wetlands which may be directly or indirectly affected by the project actions.

Deliverables:

- Draft and final wetlands and waters delineation report, Microsoft Word and PDF for use in Task 11, as part of the project's application for construction permits.
- Contractor will respond to one round of review and consolidated comments on the report in Track Changes.

Due: October 2023

Task 7: Powerlines - Cultural Resources Assessment

The Cultural Resources Assessment will be a component of the Project's JARPA package to facilitate review of the project under Section 106 of the National Historic Preservation Act (NHPA). This task assumes there will be field access to both publicly owned-parcels and to the private lands on river left. Any additional fieldwork or analysis (e.g., the delineation and/or evaluation of any new or previously recorded archaeological sites or historic resources, consultation on project designs, archaeological data recovery, or coordination of a Memorandum of Agreement) beyond what is specified in this scope of work would require a budget augmentation.

- Contractor will subcontract with a qualified cultural resources consultant to perform a literature review of the Washington State Department of Archaeology and Historic Preservation (DAHP)'s Washington Information System for Architectural and

Archaeological Records Database (WISAARD) to identify any new background information and archaeological sites that have been recorded in the project area.

- Upon approval from DHAP and Tribes, Contractor will conduct subsurface archaeological testing via a series of hand dug shovel probes within defined area of potential effect would then be performed based on the areas of potential ground disturbing activities in areas of high potential for cultural resources.

Deliverables:

- Draft cultural resources assessment and review and integration of one round of consolidated comments in Track Changes
- Final cultural resources assessment report for NHPA Section 106 consultation, Microsoft Word and PDF for use in Task 11, as part of the project's application for construction permits.

Due: October 2023

Task 8: Powerlines - Hydraulic and Geomorphic Assessment

Contractor will perform the hydraulic and geomorphic assessments necessary to develop and model the preliminary design for habitat restoration:

- Update 2D existing conditions hydraulic model developed during the conceptual design with the channel bathymetry and topography collected during Task 2.
- Updated 2D hydraulic model will be run for both current and mid-century (2050) flow regimes for a total of eight (4) model runs. Two flow events will focus on lower and more frequent flows tied to key life history stages for salmonids and two flow events will focus on peak flow events (e.g., the 2- and 100-year floods).
- Develop 2D proposed conditions hydraulic model representing the preliminary design elements (e.g., ELJs and other habitat features)
- Proposed conditions hydraulic output will be used to inform the ELJ design, evaluate anticipated rise from proposed structures, inform the geomorphic analysis of channel response and qualitatively assess changes in salmonid habitat quantity and quality.
- Assess "no-rise" utilizing 2D proposed conditions hydraulic model. Water surface elevations will be averaged at representative cross-sections throughout the reach and compared with the existing conditions model results to determine rise at 100-year flood event as a result of proposed project actions.

Deliverables:

- Proposed conditions model output consisting of depth, velocity, and change versus existing conditions figures.
- Table documenting change in computed water surface elevations between existing and proposed conditions at representative cross sections.

Due: December 2023

Task 9: Powerlines – Preliminary Engineering Design and Basis of Design Report

Preliminary design plans will be developed representing proposed project actions; access, staging and water management elements; engineered log jam and other habitat structure details; and site restoration and revegetation plans.

- Contractor will develop a construction cost estimate based upon standard construction equipment, unit costs, and recently constructed projects of similar scope and scale.
- Contractor will prepare a basis of design report to document technical design decisions. The report will include a summary of existing conditions, the specific design criteria, goals, and objectives, a summary of hydraulic modeling, and engineering design and construction approach.
- As part of the preliminary design process, Contractor will evaluate potential staging areas, access routes, and methods and compare and discuss them with the design team and Dosewallips River Collaborative to inform the preferred access route.
- All preliminary design deliverables will meet the requirements of RCO Manual 18.
- Contractor will respond once to County's consolidated review and comment in Track Changes for the draft basis of design report.

Deliverables:

- Draft and final preliminary design plans in 11"x17" PDF format
- Draft and final preliminary construction cost estimate in PDF format
- Draft and final preliminary basis of design reports in Microsoft Word and PDF formats.

Due:

- Draft preliminary design plans, estimate and report: May 2024
- Final preliminary design plans, estimate and report: October 2024

Task 10: Powerlines – Permit Applications

Contractor will provide completed permit applications in consultation with County and other permitting agencies and entities.

- Contractor will coordinate with the Jefferson County floodplain administrator to discuss floodplain permitting process and "no rise" requirements. Related analysis of potential for rise in base flood elevation would be completed under Task 5. If it is determined that the project actions will require a Letter of Map Revision (LOMR) from FEMA to implement the restoration designs, that task will be performed during the final design tasks during a future project phase.
- Contractor will support ongoing communications between the project team and agencies to facilitate permit application review.
- Contractor will support the County with preparation for and attendance at a preapplication meeting held virtually with the U.S. Army Corps of Engineers, Washington State Departments of Ecology, Fish and Wildlife, and Natural Resources as part of preliminary design.

- Contractor will support the County at a preapplication coordination meeting in the field with WDFW, local Tribes, and other stakeholders as part of preliminary design.
- Contractor will prepare the following federal and state permit application materials based on the preliminary design (Task 6) and support County through the permit application process:
 - JARPA form and related JARPA figures to present the project and quantification of impacts and benefits. The JARPA form and figures will be used to apply for the CWA Section 404 and 401 approvals, and the information from the JARPA form will be used by the County to populate the fields in the WDFW APPS online application program for the Hydraulic Project Approval Permit.
 - JARPA Attachments (e.g., Attachment E: Aquatic Use Authorization on Department of Natural Resources (DNR)-managed aquatic lands, adjacent landowners).
 - HPA Fish Habitat Enhancement exemption form as JARPA attachment.
 - Temporary Disturbance Restoration and Project Monitoring Plan, required by the Corps for NWP 27 (aquatic habitat restoration) projects.
 - Endangered Species Act consultation documents are required to complete the Section 7 Endangered Species Act consultation as part of the CWA Section 404 review process. For this scope of work, we anticipate the ESA consultation documents will focus on Chinook, HC Summer Chum, and Steelhead Trout regulated by NMFS and Bull Trout regulated by USFWS. Section 7 No Effect letter for USFW terrestrial species, including those not covered by the current USFWS/USACE Restoration Programmatic Agreement.
 - Section 7 Abbreviated BE form for ESA listed fish species covered by the USFWS/Corps Restoration Programmatic agreement.
 - NMFS FPRP III form for ESA listed fish species covered by the NMFS/Corps Restoration Programmatic agreement.
 - Ecology 401 Water Quality Certification: 'Pre-meeting request form' and 'Request for 401 water quality certification review', if those materials are required at the time of permit application.
 - Wetland and Waters Delineation report, completed under Task 3.
 - Cultural Resources Assessment report, completed under Task 4.
 - Consultant will respond to on one round of consolidated comments on permit application materials from County.

Deliverables:

- Draft and final JARPA form and JARPA and figures (Microsoft Word and PDF)
- Draft and final Temporary Disturbance and Project Purpose Monitoring Plan (Microsoft Word and PDF)
- Section 401 Water Quality Certification Pre-Meeting Request Form and 401 Certification Request Form (if either or both of these forms are still required at the time of project application)

Due: August 2024

Task 11: Powerlines - Stakeholder Outreach

The Dosewallips River Collaborative meetings will be the primary method for the Contractor to organize outreach events, deliver draft analysis results, and obtain critical review of technical work for the Powerlines Reach. Contractor will attend and present at five (5) online DRC meetings over the course of the Powerlines Preliminary Design development to share findings, and to present preliminary design materials and permitting approach. Contractor will prepare PowerPoint presentations if/as appropriate for each meeting.

Each of the five (5) meetings would be held at critical milestones in the project, as follows below:

1. Present previously developed alternative and preliminary design process – Spring/Summer 2023
2. Present updated existing conditions assessment – Fall/Winter 2023
3. Present draft preliminary design and permitting approach – Winter/Spring 2024
4. Present final preliminary design and permit applications – Late Spring 2024
5. Discuss next steps to support final design and construction implementation – Summer/Fall 2024

Over four (4) separate 8-hour site visit days, Contractor will provide outreach to the local community on the preliminary design by attending the following site visits and in-person meetings:

- Landowner meetings, including Washington State Parks, Department of Natural Resources, Jefferson County, and private landowners;
- Tribal representatives;
- Lazy C Community HOA; and
- Brinnon business owners and community leadership.

Deliverables:

Attendance and presentation at five (5) DRC meetings (up to 10 hours total for Powerlines project).
Attendance at four (4) site visit days with trustees, landowners, and stakeholders in the reach (32 hours over no more than four (4) separate site visit, 8-hour days).

Due: October 2024

Task 12: Powerlines – Project Management

Joey Smith, PE, will serve as the project manager and task lead for the Powerlines Reach Preliminary Design. Joey will lead coordination of activities for both reaches, with additional support from Scott Katz and the task lead for Rocky Brook (Tasks 1- 4) and Torrey Luiting as task lead for the Wetlands and Waters (Task 7) and Permit Applications (Task 11).

- Contractor's tasks will include project scheduling, maintaining adherence to the scope of work, timelines, and due dates; coordination of landowner permissions to access property; leading the team interaction with the Dosewallips River Collaborative; and ensuring adherence to data quality assurance and controls.

- Contractor will meet with County staff on a bi-weekly basis for one hour to discuss key tasks for the months, provide updates on completed work, and landowner outreach progress. Joey Smith will collaborate to produce summaries of work completed to accompany our monthly invoices for services completed.

Deliverables:

- Monthly status reports, updates, and invoices.
- Attendance at bi-monthly project coordination meetings

Due: Monthly, by the 10th of each month.

Exhibit B
Estimated Project Budget
All deliverables will be consistent with RCO Manual 18.

Rocky Brook to Jupiter Bridge Reach: Planning and Conceptual Design	Cost
Task 1: Rocky Brook - Existing Conditions Assessment	\$48,977
Task 2: Rocky Brook - Resiliency plan	\$43,846
Task 3: Rocky Brook - Conceptual Design	\$34,994
Task 4: Rocky Brook - Stakeholder Outreach	\$22,031
Rocky Brook Subtotal	\$149,849
Powerlines Reach: Preliminary Design	
Task 5: Powerlines - Field Reconnaissance and Survey	\$30,541
Task 6: Powerlines - Wetlands and Waters Delineation	\$25,176
Task 7: Powerlines - Cultural Resources Assessment	\$29,868
Task 8: Powerlines - Hydraulic and Geomorphic Assessment	\$30,208
Task 9: Powerlines - Preliminary Design	\$79,096
Task 10: Powerlines - Permit Applications	\$41,360
Task 11: Powerlines - Stakeholder Outreach	\$25,587
Task 12: Powerlines - Project Management	\$33,202
Powerlines Subtotal	\$295,038
Combined Contract Total	\$444,887