

City of Oak Harbor
City Council Agenda Bill

Bill No. 8. a.
Date: August 21, 2018
Subject: Professional Services Agreement
Amendment No. 10: ERCI -
Archaeology Services for Clean
Water Facility and Windjammer
Park

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Authorize the Mayor to sign Amendment No. 10 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$87,330.70, increasing the corrected total contract amount from \$1,421,182.30 to \$1,508,513.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor is constructing a new, state of the art, membrane bioreactor treatment plant. Staff has been working with Equinox Research and Consulting International (ERCI) since May 2013 to address cultural resource permitting for the project. On April 21, 2015, City Council approved a Memorandum of Agreement (MOA) to satisfy Section 106 aspects of the project. The MOA is required by our funding and outlines the archaeological work plan, communications, reporting and approvals required on this project. The permit from the Department of Archaeology and Historic Preservation (DAHP) lists ERCI and the City of Oak Harbor as co-permit holders. The archaeologist named on the MOA is Kelly Bush of ERCI.

When City Council adopted the Windjammer Integration Plan and initiated design of Phase I of the park construction, staff and ERCI engaged with our MOA partners to enlarge the Area of Potential Effect (APE) contained in the Archaeological Work Plan. The City was successful in enlarging the APE which provides huge cost savings in the event of a cultural resources discovery.

Unfortunately, in the last two years, discoveries of human remains and midden frequently occurred. The MOA and its associated archaeological work plan has allowed expedited response to the finds, reducing costly construction impacts, keeping the project on schedule, and avoiding cultural resources litigation.

In order to maintain transparency and efficiency, individual ERCI contract amendments have been limited to specific tasks or timeframes. Previous contract amendments helped select the site for the new Clean

Water Facility, coordinate construction methods with the contractor and tribes, as well as providing monitoring during construction. Our goal throughout this project has been to minimize impacts on cultural resources and modify the design or construction methods if necessary to avoid disturbing them.

Contract Amendment No. 10 with ERCI continues the work for Windjammer Park. While Amendment No. 9 anticipated work in the park, the extent of the actual cultural resources far exceeded the expectations. Historical activities in the park disturbed cultural layers and spread these materials randomly over a large area. This situation resulted in the following increased efforts which depleted the monitoring, final report writing and contingency budgets:

- ERCI had to drastically increase monitoring staff to observe construction activities.
- ERCI must perform exploratory testing beyond the initial expectations.
- ERCI had to classify, sort and dispose of large amounts of cultural material in accordance with the MOA.
- ERCI and the project team were able to work with DAHP and the tribes to minimize impacts to construction.

Additionally, ERCI was instrumental in the final reburial of cultural materials discovered on the CWF project and the final relocation of Pioneer Way finds in the Park.

With the uncertain nature of the extent of Windjammer Park cultural resources, ERCI can give estimates for the upcoming efforts through September. This archaeological effort involves monitoring/site observation, contractor training, documentation, and consultation with the tribes. The budget amounts for the final report tasks required by the MOA, while included in previous budgets, were utilized to cover the extra field services in a timely fashion.

While most of the earth disturbing activities will be completed by the end of September, staff and ERCI cannot predict if additional archaeological services will be necessary. The attached scope of work describes the necessary ERCI Scope of Work for the major construction activities through September and to complete the final report required by the MOA.

Throughout this effort, ERCI has been able to perform their work with minimal impact to the construction schedule. By helping maintain the project schedule, we have been able to minimize risks and costs in other areas. In previous contracts ERCI considered the potential of encountering “contingency work” should we encounter additional intact deposits or human remains. This amendment does not utilize contingency work.

The total amount for Amendment No. 9 is \$87,330.70.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$87,330.70

Appropriation Source: Wastewater Fund

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This contract amendment was discussed at the July 25, 2018 City Council workshop.

The City Council also took the following actions:

- *October 17, 2017* – City Council authorized the Mayor to sign Amendment No. 9 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$251,456.25, increasing the corrected total contract amount from \$1,169,726.05 to \$1,421,182.30.
- *February 21, 2017* – City Council authorized the Mayor to sign Amendment No. 8 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$312,516.00, increasing the total contract amount from \$858,209.10 to \$1,170,725.10.
- *September 6, 2016* – City Council authorized the Mayor to sign Amendment No. 7 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$253,240.00, increasing the total contract amount from \$604,969.10 to \$858,209.10.
- *October 20, 2015* - City Council authorized the Mayor to sign Amendment No. 6 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of 99,890.97, increasing the total contract amount from \$504,079.08 to \$604,969.10.
- *June 16, 2015* - City Council authorized the Mayor to sign Amendment No. 5 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$215,533.00, increasing the total contract amount from \$288,546.08 to \$504,079.08.
- *April 21, 2015* – City Council authorized the Mayor to sign Amendment No. 4 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) for Archaeological Services related to the new wastewater treatment plant in the amount of \$23,958.35, increasing the total contract amount from \$264,587.73 to \$288,546.08.
- *April 21, 2015* – City Council authorized the Mayor to sign the Memorandum of Agreement with EPA, DOE, DAHP, Samish Indian Nation, the Stillaguamish Tribe of Indians, the Suquamish Tribe, the Swinomish Indian Tribal Community, the Snoqualmie Tribe, the Tulalip Tribes, and the Upper Skagit Indian Tribe.
- *February 3, 2015* – City Council authorized the Mayor to sign Amendment No. 3 to the Professional Services Agreement with ERCI for Archaeological Services related to the new wastewater treatment plant in the amount of \$28,074.25, increasing the total contract amount from \$236,513.48 to \$264,587.73.
- *October 7, 2014* – City Council authorized the Mayor to sign Amendment No. 2 to the Professional Services Agreement with ERCI for Archaeological Services related to the new wastewater treatment plant in the amount of \$21,660.50, increasing the total contract amount from

\$214,852.98 to \$236,513.48.

- *December 17, 2013* – City Council authorized the Mayor to sign Amendment No. 1 to the Professional Services Agreement with ERCI for Archaeological Services related to the new wastewater treatment plant in the amount of \$198,520, increasing the total contract amount from \$16,332.98 to \$214,852.98.
- *May 7, 2013* – City Council authorized the Mayor to sign a Professional Services Agreement with ERCI for Archaeological Services related to the new wastewater treatment plant in the amount of \$14,332.98 and a management reserve of \$2,000.00.

ATTACHMENTS

1. [Attachment A - PSA Amendment No. 10](#)
2. [Attachment B - Original PSA and Amendments 1-9](#)

Professional Services Agreement Amendment No. 10	Organization and Address	
Original Agreement Title: WWTP Archaeological Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279- 4500	
Project Number: ENG-16-09 & ENG-17-01 (previously ENG-15-02)	Execution Date 5/07/2013	Completion Date June 31, 2019
Project Title City of Oak Harbor Wastewater Treatment Plant	New Maximum Amount Payable \$1,508,513.00	
Description of Work: Provide archaeological services for the Clean Water Facility and Windjammer Park Project.		

The City of Oak Harbor desires to supplement the agreement entered into with ERCI, Inc. and executed on May 7, 2013 and identified as Professional Services Agreement with ERCI, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

See attached Scope of Work and Fee letter dated August 13, 2018.

PROJECT COMPLETION DATE AMENDED TO: Time of completion is June 30, 2019.

PAYMENT shall be amended as follows:

Amendment No. 10 reflects the additional effort necessary for the proposed Wastewater Treatment Plant and Windjammer Park Project property. The maximum amount payable under the contract is increased by \$87,330.70 from \$1,421,182.30 to \$1,508,513.00. Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: ERCI, Inc.



Consultant Signature

By: Robert Severns, Mayor

Approving Authority Signature

Date: _____



1229 Cleveland Avenue Mount Vernon, WA Tel.360-826-4930 Fax. 360-826-4830 www.equinoxerci.com

August 13, 2018

Brett Arvidson
City of Oak Harbor Public Works
1400 NE 16th Avenue
Oak Harbor, WA 98277

Re: Professional Archaeological Services for the Windjammer Park Integration Plan and Clean Water Facility, Oak Harbor, Washington

Dear Mr. Arvidson:

As we enter the next phases of work on the WWTP replacement project we have identified a number of scope elements that we expect to occur between now and the end of September 2018. Additionally, this scope list includes items that we have completed since June 19 when our field budget ran out.

1. Construction of various infrastructure trenches for water, sewer, irrigation, electrical throughout the park area – this includes the lines remains to be installed in the south yard area and the completion of the ramp to Beachview Plaza
2. Shovel or machine testing in areas of the project that haven't been tested and have native sediments that may be disturbed (we believe most of this have been completed and there literally may be only one foundation remaining).
3. Installation of the splash park foundations and associated infrastructure
4. Removal of existing power pole bases by PSE
5. Installation of the new lamp posts in the park
6. Completion to grade of the storm water retention ponds
7. Removal of the windmill building and foundation
8. Removal of the west kitchen and site prep for the new west kitchen
9. Removal of any components of the bank building that are in the ground and any associated infrastructure
10. Site prep for the east kitchen
11. Site prep for the west kitchen
12. Site prep for the Portland Loos
13. Site prep for pavilion
14. Tracking Pacific Earth Works and Valley Electric and monitor where necessary
15. Working with a vactor to excavate 10 of the 100 light posts that are over intact shell midden to help the contractor avoid disturbing the intact archaeological deposits.
16. Demo and regrade of SE City Beach street
17. Install Flag pole and associated power lines
18. Demo of Whidbey Island Bank building
19. Continuing to provide coordination with tribes and agencies
20. Continued use of the Biological Anthropologist to identify faunal fragments and confirm non-human
21. Complete the interim summary reports, complete the Final report with one set of comments, complete the final site form, provide maps to the City of the subsurface sediments.

22. Complete the document preparation for submittal to the Burke Museum

This project continues to have a Department of Ecology nexus and we will continue to operate under the Archaeological Work Plan (2017) as mandated by the Memorandum of Agreement (June 2015). When the park integration is complete, and the Memorandum of Agreement is closed the ongoing management of archaeological resources within the New Clean Water Facility and Windjammer Park will be transitioned to the City Archaeologist working under a State DAHP permit.

The service items we expect to be billing:

- Project Management including planning, administration, logistics
- Coordination with SHPO, Ecology, other funding agencies and Tribes
- Document Control, transcriptions and report production
- Reporting including interim reports, research and final report
- Documentation, analysis, and preparation for reburial on additional animal bones and any pre-contact artifacts found after the reburial on July 17, 2018
- Graphics including field maps, profiles and report ready maps, field and lab photos
- Biological anthropologist for all skeletal identification
- Travel and mileage for all archaeologists for this project
- Prepare documents for curation at the Burke Museum. 8 boxes of documents.
- No contingency for disturbing intact shell midden deposits or for the management of any human remains. These items are outside of this scope.

Assumptions:

- Only documents will be curated for this project
- No human remains will be encountered and no intact deposits will need to be disturbed before September 30, 2018
- This budget estimates the time required to get to the end of September 2018 not to the completion of the project, closing of the MOA and transition of the management of the archaeological deposits to the City Archaeologist under a state permit.

The team at ERCI is comprised of individuals with strong personal research specialties who pride themselves on efficiency, performance and integrity. We provide the highest quality product in a timely fashion. Please check out our web site for additional details www.equinoxerci.com

Thank you for the opportunity to provide excellent heritage planning services for the City of Oak Harbor.

Regards,



Kelly R. Bush
Equinox Research and Consulting International Inc. (ERCI)

Project Management/Writing/lab and admin			
Description	Units	Rate/Hr	Sub Total
Project management 2 months 2 hours per month	4.00	143.75	575.00
Weekly construction meeting where necessary 1 hrs week	8.00	143.75	1,150.00
Consultation with agencies	2.00	143.75	287.50
Consultation with tribes	2.00	143.75	287.50
logistical planning for field work 4 hours per month for 2	8.00	143.75	1,150.00
office tech document control/transcriptions/field maps	30.00	63.25	1,897.50
arch site inventory forms	12.00	63.25	759.00
artifact, context and landform research	12.00	74.75	897.00
Monthly reporting 10/month for 2 months	20.00	97.75	1,955.00
Monthly editing	4.00	143.75	575.00
Monthly graphics	16.00	63.75	1,020.00
Biological Anthropologist 2 hours per month for 2 months	7.00	115.00	805.00
lab tech to record and process faunal material/artifacts/documents 1 hr per week	8.00	74.75	598.00
Final report writing	120.00	97.75	11,730.00
Final report graphics	40	74.75	2,990.00
Final report editing	10	143.75	1,437.50
prepping all documents for the Burke Museum.	64.00	63.75	4,080.00
Actual document curations \$750 per box estimate 12 boxes	12.00	750.00	9,000.00
sub total			41,194.00
Field Monitoring			
MONITORING: From July 29 to September 30, 2018. 9 weeks-2 monitors 3 days per week (8 hr days) 1 monitor 2 days per week (10 hr days)	522.00	74.75	39,019.50
travel time for monitors (90 trips)	135.00	40.00	5,400.00
54 trips at 60 miles	3,240.00	0.53	1,717.20
sub total			46,136.70
TOTAL			87,330.7

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 18 day of March, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Equiney Research + Consulting International Inc. (ERCI), hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on Monday April 1/13, and shall be completed no later than Friday May 17/13, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: