

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 8.d  
Date: October 20, 2015  
Subject: Clean Water Facility -  
Professional Services Agreement  
with ERCI - Amendment No. 6

**FROM: Cathy Rosen, Public Works Director and Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- Scott Dudley, Mayor
- Doug Merriman, City Administrator/Finance Director
- Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Authorize 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.

**BACKGROUND / SUMMARY INFORMATION**

The City of Oak Harbor is actively pursuing the replacement of two aging wastewater treatment plants with a new, state of the art, membrane bioreactor treatment plant.

One of the many critical components of the project is permitting. 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 the Council approved a Memorandum of Agreement for the Section 106 aspects of the project.

During construction Site Preparation B- Deep Excavation, Shoring and Stone Column Construction, archaeological monitoring is required in accordance with the Memorandum of Agreement. This monitoring involves site observation, contractor training, documentation, and consultation with the tribes. The attached scope of work describes the necessary ERCI Scope of Work for the major site excavation activities. A standard SRF Engineering Services Insert has also been added to the contract.

ERCI provided a scope of services with assuming archaeological discoveries would be made but remediation efforts are reflected in previous contract amendments. The time and materials not to exceed amount of \$99,890.97 could be lower if significant cultural resources are not encountered.

**FISCAL IMPACT**

Funds Required: \$99,890.97

Appropriation Source: Wastewater Fund

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**  
**CITY COUNCIL PREVIOUS ACTIONS**

*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 Authorize 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. 6](#)
2. [Attachment B - Amendment No. 6 Scope of Work Letter](#)
3. [Attachment C - No. 1, No. 2, No. 3, No. 4, and No. 5, and Original PSA \(combined document\)](#)
4. [Attachment D - SRF Engineering Services Insert](#)

<b>Professional Services Agreement Amendment Number: 6</b>	Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239	
Original Agreement Title:	Phone: (360) 279-4500	
<b>WWTP Archaeological Services</b>	Execution Date 05/07/2013	Completion Date 12/31/2017
Project Number: Eng-15-02 (previously ENG-13-05)	New Maximum Amount Payable  \$604,969.10	
Project Title: City of Oak Harbor Wastewater Treatment Plant		
Description of Work: Provide archaeological services for the Clean Water Facility.		

The Local Agency of 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 changed to read:

See attached Scope of Work and Fee letter dated October 7, 2015. Contract is amended to include the attached SRF Engineering Services Insert

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: No Change

PAYMENT shall be amended as follows:

Amendment reflects the additional effort necessary for the Site Prep B GMP for the proposed wastewater treatment plant property. The maximum amount payable under the contract is increased by \$99,890.97 from \$504,079.08 to \$604,969.10.

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.

By: Scott Dudley, Mayor

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

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Date

OMWBE Certification  
certification number is W2FO024050  
certification date is July 26, 2015.



1229 Cleveland Avenue Mt. Vernon, WA 98273 Tel.360-826-4930 Fax. 360-826-4830 [www.equinoxerci.com](http://www.equinoxerci.com)

October 7, 2015

Brett Arvidson; Project Engineer  
City of Oak Harbor Public Works  
1400 NE 16<sup>th</sup> Avenue  
Oak Harbor, WA 98277

Re: Site Prep B WWTP City of Oak Harbor Professional Archaeological Monitoring

Dear Mr. Arvidson:

Thank you for the considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs. ERCI provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERCI) works in accordance with all applicable laws and regulations.

We are providing this scope and budget for 20 days of professional archaeological monitoring for two monitors during the utility relocates and building decommissioning; 5 half days for the installation of the stone columns and the sheet pilings for the deep excavation; then 20 days for 1 monitor for the deep excavation.

We will be using the Archaeological Work Plan that has been reviewed and implemented as part of the Memorandum of Agreement with the Department of Ecology.

**The Scope activities include:**

- Provide professional archaeological monitoring for various activities for Site Prep B for the WWTP
- Provide weekly reporting and a summary report.
- Provide report to state and federal standards

**Assumptions:**

- Human remains or intact deposits are not covered in this scope.
- No additional plans or protocols are included in this scope.

**Qualifications:**

- Experience working on the shorelines of Puget Sound and on projects associated with infrastructure construction and repair.
- Principal investigator and senior archaeologists meet the Secretary of Interior’s professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.
- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal coordination and consultation.
- Strong record of completing work on time within budget

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](http://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)

<b>Field and Administration</b>	<b>Units</b>	<b>Rate/Hr</b>	<b>Sub Total</b>
Ongoing administrative work 4 hrs/week 8 weeks	32.00	143.75	4,600.00
Ongoing consultation with SHPO and Ecology (1 hrs/week 8 weeks)	8.00	143.75	1,150.00
Ongoing consultation with affected Tribes (1 hrs/week)	8.00	143.75	1,150.00
Logistical Planning for field work (1 hours per week)	6.00	143.75	862.50
Document control and transcriptions (20 hrs/week)	160.00	63.25	10,120.00
Site Inventory Forms	12.00	63.25	759.00
Research	30.00	97.75	2,932.50
Interim (weekly) Report writing (4 hrs/week)	32.00	97.75	3,128.00
Interim (weekly) Report editing (1 hr/week)	8.00	143.75	1,150.00
Graphics (weekly) Report (1 hr/week)	8.00	97.75	782.00
Report production interim (.5 hr per week)	4.00	63.25	253.00
Physical (Biological) Anthropologist (all skeletal material)	32.00	115.00	3,680.00
Lab technician photo, metrics and characterization of objects and samples; documentation and analysis of both precontact and historic (45 minutes per artifact)	192.00	74.75	14,352.00
Analysis and management of precontact and historic artifact data from disturbed deposits	32.00	97.75	3,128.00
Interim Report writing	30.00	97.75	2,932.50

Interim Report editing	4.00	143.75	575.00
Graphics and layout (field and lab photos, additional hand drawing for profiles and report ready graphics for final reports	24.00	97.75	2,346.00
Report production interim report	2.00	63.25	126.50
Report production Appendices	1.00	63.25	63.25
Field and Lab Supplies: paper bags, plastic bags, field and archive paper, storage boxes, other lab supplies	1.00	833.00	833.00
Two Archaeological Monitors 20 days of utility relocates and Demolition of buildings	320.00	74.75	23,920.00
1 Archaeological Monitor for 5 half days of documenting the Stone column and sheet column installation as needed	20.00	74.75	1,495.00
1 Archaeological Monitoring for 20 days of deep excavation	160.00	74.75	11,960.00
Equipment maintenance on-going 1 hours per week when all equipment is working	8.00	74.75	598.00
<b>Subtotal for field and administration</b>			<b>92,896.25</b>
<b>Travel and Accommodations for Archaeologists</b>			
local travel time (not charging)	0.00	40.00	0.00
Mileage for monitor 15 trips from Mt. Vernon	2784.00	0.580	1,614.72
Travel time for crew members not staying in town 1.5 hours per day	72.00	40.00	2,880.00
Accommodations - for 2 crew members as needed	1.00	2,500.00	2,500.00
Per Diem (included in housing)	0.00	61.00	0.00
<b>SUBTOTAL of accomodations and travel</b>			<b>6,994.72</b>
<b>TOTALS for work without encountering intact deposits</b>			<b>99,890.97</b>



<b>Professional Services Agreement Amendment Number <u>1</u></b>	<b>Organization and Address</b>	
Original Agreement Title: WWTP Archaeological Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4539	
Project Number: ENG-13-05	Execution Date 5/7/2013	Completion Date (Prior) 12/31/2013
Project Title City of Oak Harbor Wastewater Treatment Plant	New Maximum Amount Payable \$214,852.98	
Description of Work Provide archaeological services related to the new wastewater treatment plant.		

The City of Oak Harbor desires to supplement the agreement entered into with Equinox Research and Consulting International and executed on 5/7/2013 and identified as Professional Services Agreement with Equinox Research and Consulting International.

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.

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**SCOPE OF WORK** is hereby changed and supplemented with the following:

NO CHANGE.

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**PROJECT COMPLETION DATE AMENDED TO:** December 31, 2014

**PAYMENT** shall be amended as follows:

Amendment reflects the additional effort necessary to perform due diligence on the proposed wastewater treatment plant property. The maximum amount payable under the contract is increased by \$198,520.00, from \$16,332.98 to \$214,852.98, as outlined in the attached scope of work.

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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: Kelly R. Bush  
[Signature]  
Consultant Signature

By: Scott Dudley  
[Signature]  
Approving Authority Signature  
12/30/13  
Date



41507 South Skagit Hwy Concrete, WA 98237 Tel.360-826-4930 Fax. 360-826-4830 [www.equinoxerci.com](http://www.equinoxerci.com)

November 21, 2013

Joe Stowell, City Engineer  
City of Oak Harbor Public Works  
1400 NE 16<sup>th</sup> Avenue  
Oak Harbor, WA 98277

Re: Intensive Field Survey for the Wastewater Treatment Plant Facilities, Oak Harbor, Washington

Dear Mr. Stowell:

Thank you for the considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs. ERCI provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERCI) works in accordance with all applicable laws and regulations.

This project currently has no Federal nexus and so we expect that we will require a permit from the State Department of Archaeology and Historic Preservation to carry out this survey work as we expect to encounter disturbed shell midden deposits and we may encounter intact shell midden deposits and will want to test and evaluate these deposits.

This scope doesn't include safety fencing and we believe that during the testing in Windjammer Park that will be a significant issue. Although, fewer people use the park in winter it is still difficult to keep people back from our testing trenches. We hope the City will provide some assistance with this challenge.

We are providing this scope and budget for approximately 2000 feet of machine testing and approximately 75 shovel test holes in the attached APE. We understand that you are in the buy/sell phase of land acquisition and that this is the final site selection for the new WWTP facility. The data we collect during this intensive testing will be used as the identification and evaluation phase of the project for cultural resources. Should any cultural material be encountered, our permit application would allow us to test and evaluate that material and collect data useful in adding to a mitigation data recovery plan and to evaluate and cultural resources for eligibility to the National Register.

The Scope activities include:

- Write a permit application for the Washington State DAHP
- Carry out machine testing with approximately 2000 feet of machine testing as per the attached map.
- Carry out supplementary shovel testing up to 75 shovel test holes.

- Provide a preliminary analysis of all historic and pre-contact artifacts and prepare them for curation at the Burke Museum. This includes up to 5 boxes of artifacts including any faunal remains.
- Provide report to state and federal standards
- Provide a backhoe and operator for the machine trenching

**Assumptions:**

- Human remains will be encountered only once during the testing program.
- Only 5 boxes of artifacts and faunal material will be encountered during the testing
- No additional plans or protocols are included in this scope. Should we need to file an amended permit for additional data recovery that would be outside this scope.
- Costs associated with completing an HPIF (historic property inventory form) for the existing facilities is outside this scope.

**Qualifications:**

- Experience working in Puget Sound and on projects associated with public works systems and infrastructure.
- Principal investigator meets the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.
- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal consultation.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

We expect the field work to take approximately 5 weeks from start to finish. We will need 3 days to set up the testing area. Then we will have a full crew for 20 days and then a smaller crew for an additional 5 days that includes final mapping and clean up. We will not be working weekends unless weather becomes the critical success/failure element and we have windows of clear weather that allows us to proceed. Based on our experience last year – weather is a critical player in visibility and will certainly be an issue for this more precise work.

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](http://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)

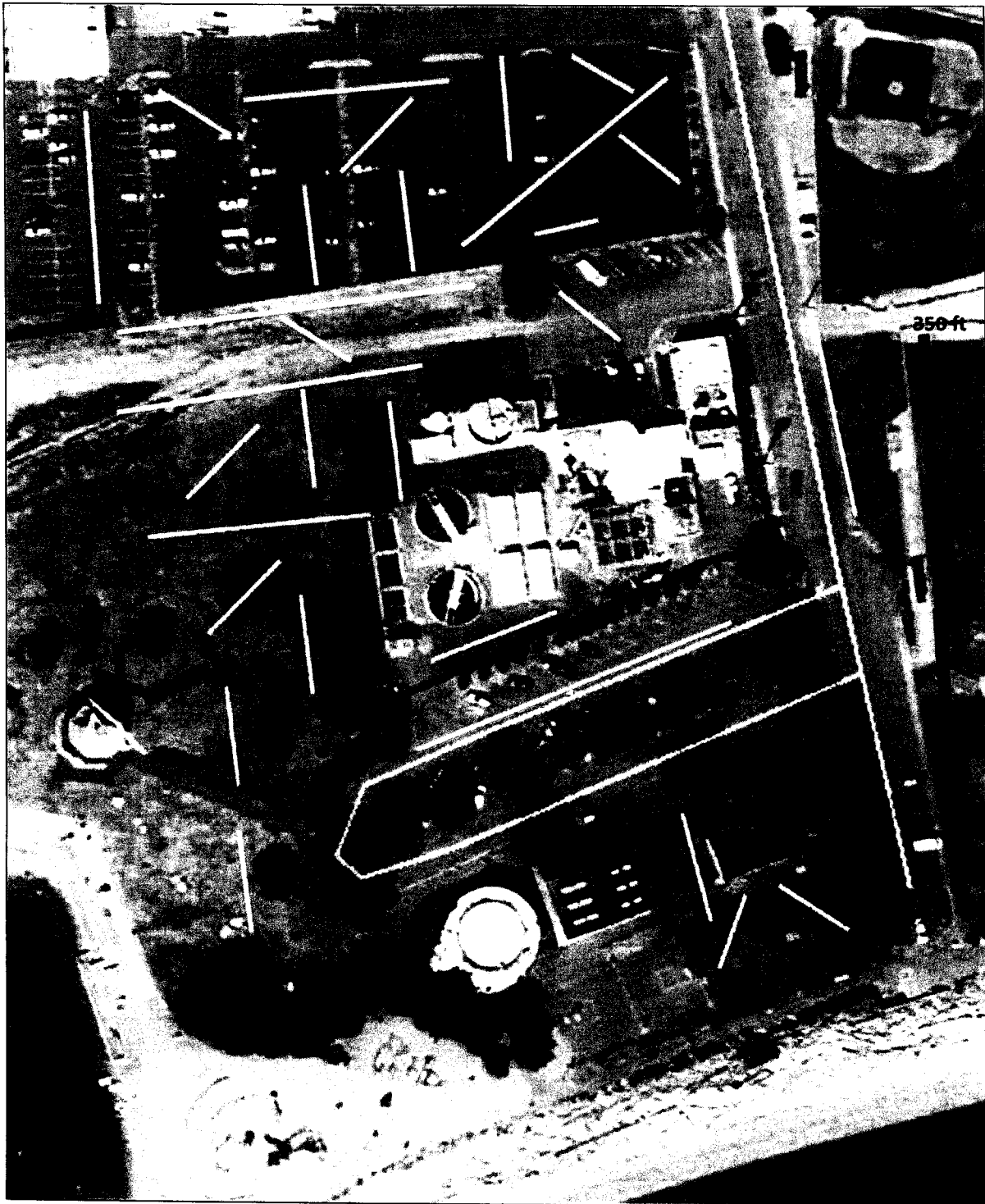


Figure 1: Proposed/approximate testing trench locations in yellow.

<b>Description</b>	<b>Units</b>	<b>Rate/HR</b>	<b>Sub Total</b>
Project Orientation, meetings and project management	12.00	143.25	1,719.00
Historic, geoarch and archival background research	6.00	97.75	586.50
Coordinate with governments of affected Tribes.	8.00	143.25	1,146.00
Determine Eligibility of identified historic properties for listing in the National Register of Historic Places.	2.00	143.75	287.50
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	12.00	143.75	1,725.00
Write Permit for survey	18.00	97.75	1,759.50
Consultation with SHPO and agencies	12.00	143.25	1,719.00
Document control, field forms, transcriptions, site forms	96.00	63.75	6,120.00
lab data management	24.00	63.75	1,530.00
Report editing	4.00	143.25	573.00
Report writing	32.00	97.75	3,128.00
Graphics, layout	48.00	97.75	4,692.00
Curation: Preparation	80.00	63.75	5,100.00
Curation: Per box costs	10.00	1,500.00	15,000.00
<b>SUB TOTAL</b>			<b>45,085.50</b>
<b>Field Work</b>			
<b>DESCRIPTION</b>	<b>Units</b>	<b>Rates</b>	<b>Sub Total</b>
Principal Investigator	30.00	143.75	4312.50
Senior Archaeologist Field Supervisor	200.00	97.75	19550.00
Senior Archaeologist Lab/Field Supervisor	200.00	97.75	19550.00
Physical Anthropologist	40.00	115.00	4600.00
Archaeological Lab/field Technician	200.00	74.75	14950.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Archaeological Field Technician	160.00	74.75	11960.00
Equipment Rental Backhoe and operator	15.00	900.00	13500.00
Travel time	200.00	40.00	8000.00
Accommodation (weekly)	4.00	625.00	2500.00
Per Diem daily	80.00	61.00	4880.00
Mileage	3200.00	0.56	1792.00
<b>SUB TOTAL</b>			<b>153,434.50</b>
<b>GRAND TOTAL</b>			<b>198,520.00</b>

<b>Professional Services Agreement Amendment Number <u>2</u></b>	<b>Organization and Address</b>	
Original Agreement Title: WWTP Archaeological Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4539	
Project Number: ENG-13-05	Execution Date 5/7/2013	Completion Date (Prior) 12/31/2014
Project Title City of Oak Harbor Wastewater Treatment Plant	New Maximum Amount Payable \$236,513.48	
Description of Work Provide archaeological services related to the new wastewater treatment plant.		

The City of Oak Harbor desires to supplement the agreement entered into with Equinox Research and Consulting International and executed on 5/7/2013 and identified as Professional Services Agreement with Equinox Research and Consulting International.

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.

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**SCOPE OF WORK** is hereby changed and supplemented with the following:  
NO CHANGE.

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<b>Professional Services Agreement Amendment Number <u>3</u></b>	<b>Organization and Address</b>	
Original Agreement Title:  WWTP Archaeological Services	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4539	
Project Number:  ENG-13-05	Execution Date  5/7/2013	Completion Date (Prior)  12/31/2015
Project Title  City of Oak Harbor Wastewater Treatment Plant	New Maximum Amount Payable  \$264,587.73	
Description of Work Provide archaeological services related to the new wastewater treatment plant.		

The City of Oak Harbor desires to supplement the agreement entered into with Equinox Research and Consulting International and executed on 5/7/2013 and identified as Professional Services Agreement with Equinox Research and Consulting International.

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.

**SCOPE OF WORK** is hereby changed and supplemented with the following:

NO CHANGE.

**PROJECT COMPLETION DATE AMENDED TO: NO CHANGE**

**PAYMENT shall be amended as follows:**

Amendment reflects the additional effort necessary to assist in the permitting process for the proposed wastewater treatment plant property. The maximum amount payable under the contract is increased by \$28,074.25, from \$236,513.48 to \$264,587.73.

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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: Kelly R. Bush  
  
Consultant Signature

By: Scott Hudley, Mayor  
  
Approving Authority Signature  
2/5/15  
Date



1229 Cleveland Avenue Mt. Vernon, WA 98273 Tel. 360-826-4930 Fax. 360-826-4830 [www.equinoxerci.com](http://www.equinoxerci.com)

January 8, 2015

**John Piccone, Project Manager**  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Re: Scope and budget for all preconstruction planning associated with WWTP Project ,  
Oak Harbor, Washington

Dear Mr. Piccone:

Thank you for the considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs. ERCI provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

This scope and budget is for all activities associated with managing cultural resources prior to the implementation of the monitoring plan for the construction on the new WWTP facility including.

It also includes the completion of a Historic Property Inventory on the existing Wastewater Treatment Plant and the preparation and curation of the objects and documents for the preliminary archaeological investigation for the WWTP from 2014.

**Qualifications:**

- 14 years experience working in Western Washington.
- Principal investigator and 4 senior archaeologists meet the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in State Laws, SEPA and permitting, Executive Order 05-05, NHPA Section 106 work and meshing with NEPA.
- Positive working relationship with federally recognized Tribes who are consulting parties on this project.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

The following costs are not included in this estimate:

- Any costs associated with the implementation of the Monitoring Plan and Memorandum of Agreement

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](http://www.equinoxerci.com).

Thank you for the opportunity to provide excellent heritage planning services for this recovery work and we look forward to working with you.

Regards,



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

Description	Units	Rate/HR	Sub Total
Project Orientation and planning; in person and phone meetings for/with The City of Oak Harbor.	22.00	143.75	3,162.50
Review of associated documents and other research	4.00	97.75	391.00
Consultation with affected Tribes regarding methods and other implementation issues. Including on-site visits/tours as needed	18.00	143.75	2,587.50
Historic Property Inventory Form for existing WWTP	15.00	97.75	1,466.25
Consultation with Agencies.	4.00	143.75	575.00
Document control, site form update, transcriptions	16.00	63.25	1,012.00
Document Editing and Formal Review	4.00	143.75	575.00
Writing and revising of Agreement Documents and associated correspondence	40.00	97.75	3,910.00
Graphics	4.00	97.75	391.00
Posters	5.00	100.00	500.00
Prepare documents, artifacts and samples for curation	48.00	97.75	4,692.00
Curation with The Burke Museum of Documents, Objects and Samples - per box	5.00	1,500.00	7,500.00
<b>SUB TOTAL</b>			<b>26,762.25</b>
Travel (travel to Oak Harbor, tribal offices and the Burke)	16.00	40.00	640.00
Mileage (to Oak Harbor, tribal offices and the Burke)	1200.00	0.56	672.00
<b>SUB TOTAL</b>			<b>1,312.00</b>
<b>GRAND TOTAL</b>			<b>28,074.25</b>

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 7<sup>th</sup> day of May, 2013, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Equinox Research and Consulting International, 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 May 7, 2013, and shall be completed no later than December 31, 2013, 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: \$14,332.98

4. Reports and Inspections.

7. Hold Harmless/Indemnification.

- 7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 7.2 For purposes of this indemnification and hold harmless agreement, the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.
- 7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, representatives, or employees.

- 8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:
- a. 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.
  - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the City.
  - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the City shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.



## 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:

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent SERVICE PROVIDER/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

- 7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 7.2 For purposes of this indemnification and hold harmless agreement, the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.
- 7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, representatives, or employees.

- 8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:
- a. 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.
  - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the City.
  - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

- 8.2 **Minimum Amounts of Insurance.** SERVICE PROVIDER shall maintain the following insurance limits:
- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.
  - b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate.
  - c. Professional Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
- 8.3 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
  - b. The SERVICE PROVIDER'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 City.
- 8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 8.5 **Verification of Coverage.** SERVICE PROVIDER shall furnish the City 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 SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

- 10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

- 11.1 The CITY is an equal opportunity employer.
- 11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- 11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against

discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

- 12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

- 14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the City shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

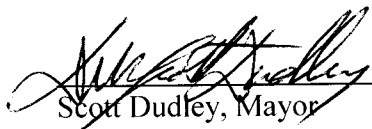
The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

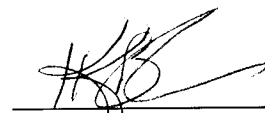
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

SERVICE PROVIDER:

CITY OF OAK HARBOR  
865 SE Barrington Drive  
Oak Harbor, WA 98277

  
\_\_\_\_\_  
Scott Dudley, Mayor

  
\_\_\_\_\_  
Kelly R Bush  
President, ERCI

Attest:

  
\_\_\_\_\_  
Valerie Loffler City Clerk





## EXHIBIT A

41507 South Skagit Hwy Concrete, WA 98237 Tel.360-826-4930 Fax. 360-826-4830 [www.equinoxerci.com](http://www.equinoxerci.com)

March 17, 2013

Joe Stowell  
City of Oak Harbor Public Works  
1400 NE 16<sup>th</sup> Avenue  
Oak Harbor, WA 98277

Re: Survey for alternate outfall corridor Windjammer Park, Oak Harbor, Washington

Dear Mr. Stowell:

Thank you for the considering Equinox Research and Consulting International Inc. (ERCI) for your cultural resource management needs. ERCI provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERCI) works in accordance with all applicable laws and regulations.

We are providing this scope and budget for sub surface testing in a single, well defined, 20 foot wide corridor over the existing western outfall in Windjammer Park south of the previous testing area and 45IS298. This scope presumes that no permit from DAHP will be required to carry out this testing as we are outside of the recorded site.

### **Scope**

- Design and implement field survey with shovel testing along alternate corridor for outfall in Windjammer Park.
- Provide report to state, federal and tribal standards

### **Qualifications:**

- Experience working in Puget Sound and on projects associated with public works systems and infrastructure.
- Principal investigator meets the Secretary of Interior's professional qualification standards for archaeology
- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.

- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal consultation.
- Experience in processes that balance competing resource needs
- Strong record of completing work on time within budget

The following estimate covers the identification and evaluation for historic properties in this project area. The following costs are not included in this estimate:

- Costs associated with encountering human remains during this fieldwork.
- Costs associated with completing Historic Property Inventory Forms (HPIFs) for any buildings older than 50 years
- Costs associated with developing any additional agreements, plans, protocols, or permits should they be required.

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](http://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)

<b>Description</b>	<b>Units</b>	<b>Rate/HR</b>	<b>Sub Total</b>
Project Orientation, meetings and project management	1.00	143.25	143.25
Archival background research	0.50	97.75	48.88
Coordinate with governments of affected Tribes regarding cultural resource issues including the cultural heritage value of sites within the vicinity of the Area of Potential Effect (APE).	1.00	143.25	143.25
Determine eligibility of identified historic properties for listing in the National Register of Historic Places.	0.50	143.75	71.88
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	4.00	143.75	575.00
Consultation with SHPO and agencies	1.00	143.25	143.25
Document control, transcriptions, site forms	4.00	63.75	255.00
Report editing	2.00	143.25	286.50
Report writing	6.00	97.75	586.50
Report Production	0.00	63.75	0.00
Report printing and postage	0.00	23.00	0.00

<b>Professional Services Agreement Amendment Number: 4</b>	<b>Organization and Address:</b> City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239	
<b>Original Agreement Title:</b>	Phone: (360) 279-4521	
<b>WWTP Archaeological Services</b>	<b>Execution Date</b> 05/07/2013	<b>Completion Date</b> 12/31/2015
<b>Project Number: Eng-15-02 (previously ENG-13-05)</b>	<b>New Maximum Amount Payable</b>  \$288,546.08	
<b>Project Title:</b> City of Oak Harbor Wastewater Treatment Plant		
<b>Description of Work:</b> Provide Archaeological Services related to the new wastewater treatment plant.		

The Local Agency of City of Oak Harbor desires to supplement the agreement entered into with Equinox Research and Consulting International, (ERCI) and executed on May 7, 2013 and identified as Professional Services Agreement with Equinox Research and Consulting International, (ERCI).

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 changed to read:

See attached Scope of Work and Fee

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: No Change

PAYMENT shall be amended as follows:

Amendment reflects the additional effort necessary for archaeological monitoring of the outfall construction on the proposed wastewater treatment plant property. The maximum amount payable under the contract is increased by \$23,958; from \$264,587.73 to \$288,546.08.

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: Equinox Research Consulting International

By: Scott Dudley, Mayor

  
\_\_\_\_\_  
Consultant Signature

  
\_\_\_\_\_  
Approving Authority Signature

4/21/15



41507 South Skagit Hwy Concrete, WA 98237 Tel.360-826-4930 Fax. 360-826-4830 [www.equinoxerci.com](http://www.equinoxerci.com)

April 1, 2015

Brett Arvidson; Project Engineer  
City of Oak Harbor Public Works  
1400 NE 16<sup>th</sup> Avenue  
Oak Harbor, WA 98277

Re: WWTP Outfall Professional Archaeological Monitoring, Oak Harbor, Washington

Dear Mr. Arvidson:

Thank you for the considering Equinox Research and Consulting International Inc. (ERC I) for your cultural resource management needs. ERC I provides a full service cultural resource management program and we look forward to providing you timely and professional fieldwork and reporting.

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. The State of Washington also has a series of RCWs and associated WACs concerning cultural resources that we are guided by. In providing cultural resource management services for clients, Equinox Research and Consulting International Inc. (ERC I) works in accordance with all applicable laws and regulations.

We are providing this scope and budget for 5 days of professional archaeological monitoring. We will be using the Monitoring Plan that has already been approved by USACE. We will be monitoring the upland excavations and looking at the first tidal excavations but we will not need to be on site for the balance of the barge work. We will provide training to the barge workers on what to look for in the tide flats.

**The Scope activities include:**

- Provide professional archaeological monitoring for the landward end of the WWTP 30 in Outfall excavations
- Provide on call services during the waterward excavations, including constructing bypass, removing driftwood and paving, excavation of vault and pipelines, restoring shoreline, remove bypass, any other activities that may disturb the ground surface.
- Provide report to state and federal standards

**Assumptions:**

- Human remains will not be encountered during the project.
- No additional plans or protocols are included in this scope.
- Costs associated will completing site inventory forms should they be encountered is outside of this scope.

**Qualifications:**

- Experience working on the shorelines of Puget Sound and on projects associated with infrastructure construction and repair.
- Principal investigator and senior archaeologists meet the Secretary of Interior's professional qualification standards for archaeology

- Expertise on prehistoric and historic archaeology of Western Washington
- Experience in Executive Order 05-05 and NHPA Section 106 work and in working with additional state laws related to historic preservation and human remains.
- Positive working relationship with federally recognized Tribes in and adjacent to the project area and experience in tribal coordination and consultation.
- Strong record of completing work on time within budget

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](http://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)

Description	Units	Rate/Hr	Sub Total
Project Orientation, meetings and project management	8.00	143.25	1,146.00
Archival background research	0.00	97.75	0.00
Coordinate with governments of affected Tribes regarding cultural resource issues including the cultural heritage value of sites within the vicinity of the Area of Potential Effect (APE).	3.00	143.25	429.75
Determine eligibility of identified historic properties for listing in the National Register of Historic Places.	1.00	143.75	143.75
Consider the effects of Project alternatives on all cultural resources and provide recommendations about how to avoid, minimize, or mitigate the adverse effect.	4.00	143.75	575.00
Consultation with SHPO and agencies	2.00	143.25	286.50
Document control, transcriptions, site forms	60.00	63.75	3,825.00
Report editing	2.00	143.25	286.50
Report writing	12.00	97.75	1,173.00
Graphics, layout	10.00	97.75	977.50
<b>SUB TOTAL</b>			<b>8,843.00</b>
<b>Field Work</b>			
<b>DESCRIPTION</b>	<b>Units</b>	<b>Rates /Hr</b>	<b>Sub Total</b>
Principal Investigator	1.00	143.75	143.75
Senior Archaeologist - Monitor	140.00	97.75	13685.00
Travel (.5 hours R/T per person per day)	21.00	40.00	840.00
Mileage	770.00	0.58	446.60
<b>SUB TOTAL</b>			<b>15,115.35</b>
<b>GRAND TOTAL</b>			<b>23,958.35</b>



**WASHINGTON STATE DEPARTMENT OF ECOLOGY  
WATER POLLUTION CONTROL REVOLVING FUND**

**ENGINEERING SERVICES INSERT**

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

**Compliance with State and Local Laws**

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

**State Interest Exclusion**

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

**Third Party Beneficiary**

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

**Cost Basis of Contract**

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

**Funding Recognition**

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logos must be on all signs and documents. Logos will be provided as needed.

**Access to the work site and to records**

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

### **Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion**

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

## **Disadvantaged Business Enterprises**

### General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

### Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.