ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

CONTRACT NUMBER P12112

Title: Eloika Lake Water Storage & Wetland Restoration

Estimated Contract Value: $522,000.00
Estimated Completion Date: December 31, 2023
Contract Type: Fixed Fee and Expense Not To Exceed

SPOKANE COUNTY:
Spokane County Washington
C/O Spokane County Environmental Services
1026 W Broadway Ave, 4th Floor
Spokane, Washington 99260

County Administration/Project Manager: Mike Hermanson, Water Resource Manager, Phone: (509) 477-7578
Email: mhermanson@spokanecounty.org

County Contact Facilitator: Victor Leamer, Senior Buyer, Phone: (509) 477-3693
Email: vleamer@spokanecounty.org

A/E:
Anchor QEA, LLC
1201 3rd Ave., Ste. 2600 Seattle, WA 98101
Firm Project Manager: Robert Montgomery, Principal, Phone: (206) 219-5901
Email: rmontgomery@anchorqea.com

THIS AGREEMENT made and entered into by and between Spokane County, a political subdivision of the State of Washington, hereinafter known as the “County” having offices for the transaction of business as listed above and the “A/E”, as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to along with the County as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to Request For Qualifications P12112, and Resolution 21-0213 dated February 23, 2021, this Agreement is made on August 31, 2021 by and between Spokane County, a political subdivision of the State of Washington hereinafter known as the “County” having offices for the transaction of business as listed above and the "A/E", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".
NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE:
Services will be provided and/or performed as outlined in the Scope of Work as set forth herein by reference.

ARTICLE 2. SCOPE OF WORK:

2.1. PROJECT LOCATION: Eloika Lake in the Little Spokane Watershed

2.2. SCOPE/STATEMENT OF WORK: The A/E will provide professional Architectural and Engineering services as described in the Attachment titled “Scope of Work and Fee” attached hereto and incorporated herein by reference. Work will be coordinated with the County Contract Administrator or his/her representative.

2.3. COMPENSATION:

2.3.1. BASIS OF COMPENSATION: Contract value not to exceed $522,000.00, without change order, consisting of a fee for Basic Services not to exceed $522,000.00, Additional Services not to exceed $128,700.00, and Reimbursable Expenses not to exceed $8,978.00. There will be no initial payments. The Item Fee Schedule lists budget estimates of A/E prices of the total work. Billing will be for work completed. The budgeted amounts may be reallocated between items as the scope and work dictates however written approval must be received in advance from the Contract Administrator with an approved copy furnished to the Purchasing Department. Compensation will not include fees, licenses, permits, and change orders caused by the A/E’s errors or omissions.

2.3.1.1. BASIC SERVICES: Not to exceed $522,000.00.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee Amount</th>
<th>% of Basic Services Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Management</td>
<td>$20,000.00</td>
<td>3.83%</td>
</tr>
<tr>
<td>Task 2: Cultural Resources Review</td>
<td>$5,000.00</td>
<td>0.96%</td>
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<td>Task 3: Stakeholder and Property Owner Outreach</td>
<td>$11,000.00</td>
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<tr>
<td>Task 4: Field Studies and QAPP</td>
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<td>28.16%</td>
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<tr>
<td>Task 5: Technical Studies to Support Project Design</td>
<td>$110,000.00</td>
<td>21.07%</td>
</tr>
<tr>
<td>Task 6: Project Design Plans and Specifications</td>
<td>$159,000.00</td>
<td>30.46%</td>
</tr>
<tr>
<td>Task 7: Project Permitting</td>
<td>$70,000.00</td>
<td>13.41%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$522,000.00</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

2.3.1.2. ADDITIONAL SERVICES: Not to exceed $128,700.00. Performance of work under this paragraph must have the prior written approval of the County. Additional services of the A/E shall be hourly based upon the following:
   (a) Employees of the A/E: Additional services of the A/E shall be hourly based upon rates listed in the Attachment titled “A/E Billing Rates”, which is included herein by reference. Prices and rates shall remain firm for the duration of the contract.
   (b) Special Consulting Services: Not to exceed $0.00. When containing special services not normally associated with a project, the fee may be outside of the above guidelines (such as expert witness or special investigations, and shall be charged using a maximum multiplier not to exceed 1.10 times the amount billed to the A/E for such services. The A/E shall direct the work of all special consultants on the Project.
   (c) Sub-Consulting Services: Not to exceed $128,700.00. When containing sub-consulting services, the fee shall be charged using a maximum multiplier not to exceed 1.10 times the amount billed.
to the A/E for such services. The A/E shall direct the work of all sub-consultants on the Project.

2.3.1.3. REIMBURSABLE EXPENSES: Not to exceed $8,978.00. Additional reimbursable expenses must have the prior written approval of the County. Reimbursable expenses will be billed at cost times a maximum multiplier not to exceed 1.10 unless otherwise allowed herein. Such reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses by the A/E and the A/E's employees and consultants in the interest of the Project. Expense charges shall be based upon the A/E’s rates shown in the Attachment titled “A/E Billing Rates”, whose prices and rates shall remain firm for the duration of the contract. The A/E’s billing rates are amended or supplemented with the following language:

(a) All application, processing, and recording fees, and review fees associated with the Project (fees paid for securing approval of authorities having jurisdiction over the Project).

(b) Field investigations, or special studies not performed by the A/E.

(c) Expenses in connection with authorized out-of-town travel (beyond a 50-mile radius of the A/E’s Spokane address). If out-of-town work is not anticipated for this project, extra direct expenses for such travel shall only be incurred after prior consultation with the County (expense of transportation in connection with the Project).

(d) Expenses in connection with out-of-town travel (Must have prior approval of the County).

(1) If out-of-town work had not anticipated for this project, extra direct expenses for such travel shall only be incurred after prior consultation with the County (expense of transportation in connection with the Project). Reimbursable rates for lodging, meals and incidental expenses (as defined by GSA) shall not exceed the U.S. General Services Administration (GSA) Domestic Per Diem rates (www.gsa.gov/perdiem) at the time such expenses are incurred for the fiscal year, state and primary destination (or closest if not listed).

(2) If out-of-town work is anticipated for this project Reimbursable rates for lodging, meals and incidental expenses (as defined by GSA) shall not exceed the U.S. General Services Administration (GSA) Domestic Per Diem rates (www.gsa.gov/perdiem) at the time such expenses are incurred for the fiscal year, state and primary destination (or closest if not listed).

(3) Mileage will be reimbursed at the current IRS rate. Air travel first class cabin rates will not be allowed. Reimbursement will be for lesser cabin classes only.

(4) Other: Other reimbursable expenses will be billed at cost and be accompanied by receipts.

(e) Telephone:

(1) Long-distance.

(2) Local (No reimbursement)

(3) Cell phone (No reimbursement)

(4) Fax (No reimbursement)

(f) Printing costs:

(1) Bid sets, reports, specifications, final products. Five (5) sets of hard copies will be provided (No reimbursement)

(2) Correspondence, check prints, file copies, etc. (No reimbursement).

(3) Copy machine ($0.0375 per copy maximum)

(g) Equipment rental only if unique to this type of project. Prior approval required.

2.4. SPECIAL FEDERAL, STATE AND LOCAL REQUIREMENTS:

2.4.1. N/A

ARTICLE 3. TERM:
Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the County, and subject to the County's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the County's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 4. PAYMENT
4.1. The County agrees to make payment in the amount and manner stipulated in the Contract. There will be no initial payment. Payments shall be made in monthly installments payable after review by the purchasing department and authorization by the head of the department that has budget authority for the work being performed. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth.

4.2. Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to Spokane County C/O Spokane County Environmental Services, 1026 W Broadway Ave., Fourth Floor, Spokane, WA 99260 attn. Lauri Clift (lclift@spokanecounty.org or 509 477-7579)

4.3. The method of payment will be at the County's sole discretion using any of the methods listed below. The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the County shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the Contractor's bid, quote, submittal, and unless accepted by the County in the contract, all payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number. The method of payment options that the County may use, at its sole discretion, are:

1. By warrant (check);
2. The County's credit card – otherwise referred to as “payment card” or “P-Card”;
3. Automated Clearing House (ACH);
4. Electronic Payment (E-Payment, also referred to as e-Payables).

4.4. The A/E will show this contract number on all pay requests and documents associated with the contract. Pay requests will be numbered sequentially beginning with “Pay Request 1”. If the billing cannot be identified or the charges correlated with this agreement it shall be returned without action.

4.5. Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

4.6. Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

4.7. Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

4.8. Identification of final invoice. In order for the Parties to close their books and records, the A/E will state "final invoice" or other words to that effect on its final or last billing to the County for the work of the contract. Since this contract will thereupon be closed and any budget balances deleted, the A/E agrees that any further charges not properly included on this or previous billings shall be waived in their entirety.

ARTICLE 5. CONTRACT DOCUMENTS: The Contract Documents consist of this agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. Change Orders; and
2. This Agreement; and
3. Attachment A titled “Terms And Conditions”; and
4. Attachment B titled “Phase Definitions”; and
5. Attachment C titled “Scope Of Work, Fee And Modified A/E Billing Rate Schedule”; and
6. The Request For Qualifications P12112; and

ARTICLE 6. ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The A/E has read and understands all of this Agreement, and now states that no representation, promise, or Agreement not expressed in this Agreement has been made to induce the A/E to execute the same.

END OF ARTICLES
IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

A/E: Anchor QEA, LLC
Agreed:

SPOKANE COUNTY: Environmental Services

I, the undersigned, certify that: (a) the Scope and Fee of this Agreement are consistent with Spokane County RFQ No. P11542 and (b) the Board of Spokane County Commissioners has approved both the specific project, and the budget and funding, for the Scope and Fee of this Agreement. I certify that I am authorized to authenticate and approve this Agreement pursuant to RCW 42.24.080. Approved.

DAVID RICE
9/14/21
Insert Printed Name Date
MEMBER, ANCHOR QEA, LLC

Kevin R. Cooke, P.E.
9/14/21
Director Date

As to Process and Form

X Victor Leamer
Victor Leamer
Senior Buyer

Reviewed and Approved:

X Tony Hall
Purchasing Manager

(for A/E Signature)

I certify that I know or have satisfactory evidence that the above David Rice is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the A/E to be the free and voluntary act of A/E for the uses and purposes mentioned in this instrument.

DATED this 9th day of September, 2021.

Notary Signature Ryan Prudnick
Notary Public In And For The State Of WA residing at Edmonds
My commission expires 04/16/2023

NOTARY
STATE OF WA ss.
COUNTY OF SNOHOMISH

August 31, 2021 P12112 Page 8 of 18
1. Notices:
   1.1. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed given: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.
   1.2. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by first class mail sent to the Parties at their respective addresses given in the Article for Contract Administration.

2. Contract Administration: This section and the table below identify the persons, titles, roles, duties and responsibilities of the authorized representatives of the Parties for the project resulting from this RFQ:

<table>
<thead>
<tr>
<th>TABLE – ASSIGNED REPRESENTATIVES OF THE PARTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY PROJECT ADMINISTRATION/MANAGER</td>
</tr>
<tr>
<td>Mike Hermanson, Water Resource Manager</td>
</tr>
<tr>
<td>Spokane County Environmental Services</td>
</tr>
<tr>
<td>1026 W Broadway Ave, 4th Floor, Spokane, WA, 99260</td>
</tr>
<tr>
<td>Phone: (509) 477-7758,</td>
</tr>
<tr>
<td>Email: <a href="mailto:mhermanson@spokanecounty.org">mhermanson@spokanecounty.org</a></td>
</tr>
</tbody>
</table>

A/E’s PROJECT MANAGER
Anchor QEA, LLC
Robert Montgomery, Principal
1201 3rd Ave., Ste. 2600 Seattle, WA 98101
Phone: 206 287-9130
Email: rmontgomery@anchorquea.com

2.1. COUNTY: For the purposes of this Agreement the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:
   2.1.1. “County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. On behalf of the County the County Contract Administrator’s responsibilities include: (a) performance of all the duties and responsibilities set forth in this Agreement; (b) to serve as liaison with the Campus Security Coordinator for Contractor’s compliance to background check and security access requirements; (c) to anticipate what (if any) County policies may affect or impact this contract and to work to address such issues to ensure compliance and congruity with County policies; (d) the duties and responsibilities listed for the County Project Manager, if not delegated as witnessed by being named in that role as identified in the Purchase Order/Agreement; (e) serving as the primary point of contact in the day to day interaction with the contractor; (f) monitoring, reviewing and determining the acceptability of the contractor’s work under the Purchase Order/Agreement; (g) the certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under the Purchase Order/Agreement; (h) working out contractor performance schedules; (i) causing or initiating changes or modifications to the Purchase Order/Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (j) performance of all other contract administration responsibilities; and (k) Except for (g) and (j) the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.
   2.1.2. “County Project Manager” (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator, he/she shall be designated by the County Contract Administrator by being identified to perform that role on page 1 of this Agreement. The County Project Manager’s delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, except items (g) and (j); and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project.
   2.1.3. “County Contract Facilitator” is the Buyer in the Spokane County Purchasing Department as assigned by the Purchasing Director and identified to perform this role as identified in the table above. The Contract Facilitator’s responsibilities are ministerial in nature and include the following, each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

2.2. A/E: For the purposes of this Agreement the A/E Project Manager will be identified after selection of a firm and will be named on page 1 of the Agreement resulting from this RFQ who shall be the A/E’s representative for the purpose of administering the provisions of this Agreement.
2.2.1. The A/E’s Project Manager shall be responsible for ensuring that the deliverables as set forth in this Agreement are furnished by the A/E.

2.2.2. The A/E Project Management functions include the provision of contract phase expertise to include coordination of all contract activities and responsibility to see to the successful completion of the project based on the design documents at or under the cost budget and within the agreed timeframe or schedule. The successful completion of a project will depend, in part, on overcoming construction obstacles, avoiding construction delays, assuring compliance with the project specifications, verification of the accuracy of contractor progress payment and/or invoice requests, and closely managing “scope creep”.

3. Approval Of Documents: The County's approval of Documents resulting from the services provided by the A/E shall not relieve the A/E from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

4. Instruments Of Service:

   4.1. Drawings, specifications and other documents, including those in electronic form, prepared by the A/E and the A/E’s consultants are Instruments of Service. The County shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the A/E, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter “Materials”). All finished or unfinished Materials prepared by the A/E under this Agreement shall be the property of the County whether or not the Project is completed or this Agreement is canceled prior to expiration.

   4.2. The A/E hereby assigns to the County all rights, title and interest to the Materials. The A/E shall, upon request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the County. The Materials created under this Agreement by the A/E, its employees or subcontractors, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the County by the A/E, its employees and any subcontractors, and the A/E shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the A/E's obligations under this Agreement without the prior written consent of the County's Designated Representative except that the A/E may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

   4.3. The foregoing shall not be construed to mean that the County shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the A/E, in standard elements found in the Materials (such as standard details) generated and authored by the A/E for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The County further waives any claim it might have against the A/E for errors or omissions arising specifically from changes made by the County or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the County or others.

   4.4. The A/E represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The A/E shall indemnify and defend the County from and against any action or claim brought against the A/E by any person or entity whether or not the A/E is at fault or liable, and shall not be exclusive to other remedies provided by law.

   4.5. If such a claim or action arises, or in the A/E's or the County's opinion is likely to arise, the A/E shall, at the County's discretion, either procure for the County the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

   4.6. When applicable at the completion of the Agreement, upon request of the County, the A/E will furnish to the County, at no additional charge, two electronic copies on CD containing the final specifications in Microsoft Word 2000 (PC based) or newer and all CAD drawing files in .dwg format no older than one version previous to the current software version.

   4.7. The A/E shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

5. Endorsement Of Plans: The A/E shall seal and sign all drawings prepared for the project as required or upon request of the County.

6. Non-Discrimination: The A/E shall not discriminate against any employee who is employed in connection with the Work, or against any applicant for such employment, because of race, creed, color, sex or national origin, marital status, or the presence of any sensory, mental or physical handicap.

7. Insurance: The A/E shall maintain, at a minimum, the insurance coverages set forth below.

   7.1. Requirements:
CONTRACT ATTACHMENT A
TERMS AND CONDITIONS

7.1.1. Any exclusions must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The A/E’s insurer shall have a minimum A.M. Best’s rating of A-VIII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the A/E. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is named as an additional insured on the A/E’s general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

7.1.2. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance for the A/E. Any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the A/E.

7.1.3. The A/E shall not commence work, nor shall the A/E allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the Spokane County Purchasing Department.

7.2. Coverage:

7.2.1. General Liability Insurance:

7.2.1.1. The A/E shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

7.2.1.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

7.3. Proof Of Automobile Insurance: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of $1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to Spokane County.

7.4. Workers Compensation: When the A/E has employees of the company, the A/E shall show proof of Worker’s Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the A/E’s assurance that coverage is in effect.

7.5. Professional Liability Insurance: The A/E shall carry Professional Liability insurance coverage in the minimum amount of the value of this contract or $1,000,000.00, whichever is less.

8. Maintenance Of Records: The A/E will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The A/E shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the A/E shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

9. Compliance With Laws: The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

10. Assignment: The A/E may not assign or transfer in whole or in part, its interest in this Agreement without the express written consent of the County.

11. Modification: No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

12. Termination:

12.1. This Agreement may be terminated by the A/E upon thirty (30) days’ prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of such a contract through no fault of the A/E.

12.2. This Agreement may be terminated by the County with or without cause immediately upon written notice to the A/E.

12.3. After receipt of a Termination Notice and except as otherwise directed by the County the A/E shall:

(1) Stop work on the date and to the extent specified; and

(2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and

(3) Transfer all work in process, completed work, and other material related to the terminated work to the County; and

(4) Continue and complete all parts of the work that have not been terminated.

12.4 In the event of termination of a Contract through no fault of the A/E, the County agrees to pay the A/E for services rendered to the County's satisfaction to the date of termination based upon actual costs and expenses incurred according to contract. Payment will be based upon an itemized breakdown and documentation by the A/E that services have been performed to the date of termination and acceptance of said documentation by the County.
13. Venue Stipulation: This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

14. Waiver: No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the A/E of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

15. Indemnification:
   15.1. The A/E agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the A/E performed under this contract by the A/E, its agents or employees to the fullest extent permitted by law. The A/E's duty to indemnify the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the County, its agents or employees. The A/E's duty to indemnify the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County, its agents or employees, and (b) A/E, its agents or employees shall apply only to the extent of negligence of the A/E or its agents or employees. A/E's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. A/E’s defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of A/E’s actual, proportional indemnity obligation as determined by a court of law.
   15.2. The A/E's professional liability to the County (including A/E’s officers, directors, employees and agents) shall be limited to the amount payable under this Contract or one million dollars ($1,000,000), whichever is less. In no case shall the A/E’s professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to A/E’s services under this agreement and any continuation or extension of such services.
   15.3. The A/E's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.
   15.4. The A/E and County expressly waive their immunity under Industrial Insurance, Title 51, RCW. County’s waiver of immunity extends only to claims against A/E by County’s current or former employees. A/E’s waiver of immunity extends only to claims against County by A/E’s current or former employees. A/E agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary.

16. Relationship Of The Parties: The Parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the A/E. No agent, employee, servant or otherwise of the A/E shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the A/E are not entitled to any of the benefits that the County provides for County employees. The A/E will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

17. Headings: The Article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles to which they appertain.

18. Other Employment: This Contract is not an exclusive services Agreement. The A/E may take on other professional assignments while completing work under this Agreement.

19. Payment Of Taxes: This Contract is for the employment of the A/E as an independent contractor. The A/E holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

20. Recovery Of Funds: Whenever, under the Contract, any sum of money shall be recoverable from or payable by the A/E to Spokane County the same amount may be deducted from any sum due to the A/E under the Contract or under any other contract between the A/E and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the A/E.

21. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term,
condition, or application. To this end the terms and conditions of this Agreement are declared severable.

22. Special Provision: The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

23. Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

24. Execution and Approval: The parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

25. Counterparts: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

26. Third Party Beneficiaries: This Agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

27. Survival: Without being exclusive, the provisions for Indemnification and the provisions for Venue Stipulation of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Articles of this Agreement which, by their sense and context, are intended to survive shall also survive.
This document is an extract from the 2005-2015 Capital Budget Instructions Issued by the Washington State Office of Financial Management. These guidelines have been revised and have been in effect since July 1, 2005. Any changes or adjustments to the applicable phases and/or percentages in this Attachment, will be set forth in Article 2 of this Agreement.

The basic fee categories and the activities normally included in each are defined in APPENDIX B titled “Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects” which are included below. For the purposes of this document the Agency shall be Spokane County. The provisions of this Attachment shall be superseded in the event of a conflict with the rest of this Contract document.

### A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

#### Schematic Design Services (13 Percent)

In the Schematic Design Phase the A/E provides those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the Predesign Phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E. Schematic design includes the following:

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Administration</strong></td>
<td>Services consisting of schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.</td>
</tr>
<tr>
<td><strong>Disciplines Coordination</strong></td>
<td>Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.</td>
</tr>
<tr>
<td><strong>Document Checking</strong></td>
<td>Review and coordination of project documents.</td>
</tr>
<tr>
<td><strong>Consulting Permitting Authority</strong></td>
<td>Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.</td>
</tr>
<tr>
<td><strong>Data Coordination User Agency</strong></td>
<td>Review and coordination of data furnished for the project by the agency.</td>
</tr>
<tr>
<td><strong>Architectural Design</strong></td>
<td>Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.</td>
</tr>
<tr>
<td><strong>Structural Design</strong></td>
<td>Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.</td>
</tr>
<tr>
<td><strong>Mechanical Design</strong></td>
<td>Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.</td>
</tr>
<tr>
<td><strong>Electrical Design</strong></td>
<td>Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.</td>
</tr>
<tr>
<td><strong>Civil/Site Design</strong></td>
<td>Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations.</td>
</tr>
<tr>
<td><strong>Specifications</strong></td>
<td>Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.</td>
</tr>
<tr>
<td><strong>Materials Research</strong></td>
<td>Services consisting of identification of potential of architectural materials, systems, and equipment.</td>
</tr>
<tr>
<td><strong>Scheduling</strong></td>
<td>Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision making, design, and documentation.</td>
</tr>
<tr>
<td><strong>Cost Estimating</strong></td>
<td>Services consisting of development of an estimate of construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Schematic Design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the budget.</td>
</tr>
<tr>
<td><strong>Presentations</strong></td>
<td>Services consisting of appropriate presentation(s) of Schematic Design documents by the A/E to agency representatives.</td>
</tr>
</tbody>
</table>

**Design Development Services (20 Percent)**

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development includes the following:

| **Project Administration** | Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency. |
| **Disciplines Coordination** | Coordination of the architectural work and the work of engineering with other involved consultants for the project. |
| **Document Checking** | Review and coordination of documents prepared for the project. |
| **Permitting Authority Consulting** | Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required. |
| **User Agency Data Coordination** | Review and coordination of data furnished for the project by the agency. |
| **Architectural Design** | Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three dimensional sketches, materials selections, and equipment layouts. |
| **Structural Design** | Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists. |
| **Mechanical Design** | Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications for materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures. |
| **Electrical Design** | Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances. |
| **Site Design** | Services consisting of continued development of civil/site Schematic Design documents and development of outline specifications required for the project which are normally prepared by the architect. See Additional Services for detailed civil design services beyond basic services. |
| **Specifications** | Services consisting of preparation for agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists. |
| **Scheduling** | Services consisting of reviewing and updating previously established schedules for the project. |
### Cost Estimating
Services consisting of development of an estimated construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the Budget.

### Presentations
Services consisting of appropriate presentation(s) of Design Development documents by the A/E to agency representatives.

### Construction Document Services (36 Percent)
In the Construction Documents Phase, the A/E shall provide those services necessary to prepare for approval by the agency, from the approved Design Development Documents, Construction Documents consisting of drawings, specifications, and other documents setting forth in detail the requirements for construction of the project and bidding and contracting for the construction of the project.

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td><strong>Project Administration</strong></td>
<td>Services consisting of construction documents, administrative functions including consultation, meetings and correspondence, and progress design review conferences.</td>
</tr>
<tr>
<td><strong>Disciplines Coordination</strong></td>
<td>Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.</td>
</tr>
<tr>
<td><strong>Document Checking</strong></td>
<td>Review and coordination of documents prepared for the project.</td>
</tr>
<tr>
<td><strong>Permitting Authority Consulting</strong></td>
<td>Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.</td>
</tr>
<tr>
<td><strong>User Agency Data Coordination</strong></td>
<td>Review and coordination of data furnished for the project by the agency.</td>
</tr>
<tr>
<td><strong>Architectural Design</strong></td>
<td>Services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project.</td>
</tr>
<tr>
<td><strong>Structural Design</strong></td>
<td>Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the structural construction requirements for the project.</td>
</tr>
<tr>
<td><strong>Mechanical Design</strong></td>
<td>Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved Design Development Documentation, setting forth in detail the mechanical construction requirements for the project.</td>
</tr>
<tr>
<td><strong>Electrical Design</strong></td>
<td>Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved Design Development documentation, setting forth in detail the electrical construction requirements for the project.</td>
</tr>
<tr>
<td><strong>Site Design</strong></td>
<td>Services consisting of preparation of final civil/site design drawings and specifications based on approved Design Development documentation required for the project which are normally prepared by the architect. See Additional Services for detailed civil design services beyond basic services.</td>
</tr>
<tr>
<td><strong>Specifications</strong></td>
<td>Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.</td>
</tr>
<tr>
<td><strong>Cost Estimating</strong></td>
<td>Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the Budget.</td>
</tr>
<tr>
<td><strong>Scheduling</strong></td>
<td>Services consisting of reviewing and updating previously established schedules for the project.</td>
</tr>
<tr>
<td><strong>User Agency Assistance</strong></td>
<td>Provide necessary information to user agency for the preparation of cost statistics.</td>
</tr>
</tbody>
</table>
**Bidding Phase (2 Percent)**

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.

<table>
<thead>
<tr>
<th>Services</th>
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<tbody>
<tr>
<td><strong>Project Administration</strong></td>
</tr>
<tr>
<td>Services consisting of bidding administrative functions.</td>
</tr>
<tr>
<td><strong>Disciplines Coordination</strong></td>
</tr>
<tr>
<td>Coordination between the architectural work and the work of engineering and other involved consultants for the project.</td>
</tr>
<tr>
<td><strong>Bidding Materials</strong></td>
</tr>
<tr>
<td>Services consisting of organizing, coordinating, and handling Bidding Documents for reproduction, distribution and retrieval, receipt and return of document deposits.</td>
</tr>
<tr>
<td><strong>Addenda</strong></td>
</tr>
<tr>
<td>Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.</td>
</tr>
<tr>
<td><strong>Bidding</strong></td>
</tr>
<tr>
<td>Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.</td>
</tr>
<tr>
<td><strong>Analysis of Substitutions</strong></td>
</tr>
<tr>
<td>Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.</td>
</tr>
<tr>
<td><strong>Bid Evaluation</strong></td>
</tr>
<tr>
<td>Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.</td>
</tr>
<tr>
<td><strong>Contract Agreements</strong></td>
</tr>
<tr>
<td>Assist using agency in notification of contract award, assistance in preparation of Construction Contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.</td>
</tr>
</tbody>
</table>

**Construction Contract Administration Phase (27 Percent)**

In the Construction Contract Administration Phase, the A/E shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

<table>
<thead>
<tr>
<th>Services</th>
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</thead>
<tbody>
<tr>
<td><strong>Project Administration</strong></td>
</tr>
<tr>
<td>Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.</td>
</tr>
<tr>
<td><strong>Disciplines Coordination</strong></td>
</tr>
<tr>
<td>Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.</td>
</tr>
<tr>
<td><strong>Permitting Authority Consulting</strong></td>
</tr>
<tr>
<td>Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.</td>
</tr>
<tr>
<td><strong>Construction Administration</strong></td>
</tr>
<tr>
<td>Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.</td>
</tr>
<tr>
<td><strong>Construction Field Observation</strong></td>
</tr>
<tr>
<td>Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.</td>
</tr>
<tr>
<td><strong>Project Representation</strong></td>
</tr>
<tr>
<td>Services consisting of assisting the agency in selection of full or part time project representative(s).</td>
</tr>
<tr>
<td>Documents</td>
</tr>
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</tr>
<tr>
<td>Scheduling</td>
</tr>
<tr>
<td>Cost Accounting</td>
</tr>
<tr>
<td><strong>Project Closeout (2 Percent)</strong></td>
</tr>
<tr>
<td><strong>Record Documents (As-Builts)</strong></td>
</tr>
<tr>
<td><strong>Operations and Maintenance Manuals</strong></td>
</tr>
<tr>
<td><strong>Warranty Period</strong></td>
</tr>
</tbody>
</table>
Scope of Work

Eloika Lake Water Storage and Wetland Restoration
Spokane County

Project Understanding

Eloika Lake is located in the Little Spokane River Watershed, referred to by the Washington State Department of Ecology (Ecology) as Water Resources Inventory Area (WRIA) 55. The lake is located on the West Branch of the Little Spokane River approximately 2.5 miles upstream of its confluence with the mainstem Little Spokane River. Spokane County has been working with other local governments to update the WRIA 55/WRIA 57 Watershed Management Plan, pursuant to the Streamflow Restoration Act (RCW 90.94). The watershed planning process has identified water resource management projects designed to augment flows in the Little Spokane River to offset out-of-stream water uses. Those projects included a proposal to enhance water storage in Eloika Lake by installing a control structure near the outlet of the lake. This structure will allow water resource managers to maintain water storage and control releases to the West Branch of the Little Spokane River to increase streamflows during the late summer low-flow period when water is needed to meet instream flow requirements and offset out-of-stream water uses.

Early in 2021, Spokane County secured funding through Ecology’s Streamflow Restoration Grant Funding Program to complete development of designs and permitting for the Eloika Lake project. This scope of work outlines the tasks that Anchor QEA proposes to complete to assist Spokane County in developing the project, as outlined in the grant funding agreement with Ecology.

Eloika Lake is a unique surface water storage opportunity. The project proposes to store up to 1,400 acre-feet for release during low-flow periods in WRIA 55 while still operating within the natural range of lake levels experienced each year. During the period of 2007 to 2017, lake levels always reached a maximum elevation of at least 1,907 feet mean sea level (MSL) during the spring and, with one exception, never fell below 1,905 feet MSL. The proposed project will construct a control structure near the outlet of Eloika Lake that will allow water resource managers to hold the lake level at or just above an elevation of 1,907 feet MSL until mid-summer. Water would then be released through the late summer, thereby increasing flow in the West Branch Little Spokane and Little Spokane rivers by 10 cubic feet per second (cfs) over a 70-day late-summer low-flow period. This project also includes restoration of approximately 100 acres of wetland at the south end of the lake, near the outlet, to enhance wildlife habitat, aquatic habitat, and water quality.

On January 6, 1976, the Little Spokane River Instream Flow Rule (WAC 173-555) was adopted. It set base flows on an 80% exceedance curve, meaning that during 8 out of 10 years the streamflow would exceed the established base flow. Since that time the 7-day low flow at the U.S. Geological
Survey gage at Dartford has been below the minimum flow of 115 cfs during 27 of 43 years. This means that the base flow has exceeded the minimum flow only approximately 3 out of every 10 years. The 7-day low flow since 1947 also shows a declining trend.

In addition to current streamflow declines during low-flow periods and the projected impacts of climate change, over the next 20 years new consumptive water use from domestic permit-exempt wells in WRIA 55 is estimated at 2,340 acre-feet per year. This project will provide a significant streamflow restoration offset for new domestic permit-exempt use, as required by RCW 90.94, and help reduce the projected impacts from climate change.

The objective of the Eloika Lake Water Storage and Wetland Restoration project is to complete the necessary studies, assessment, design, and permitting to implement the following improvements:

- Construct a control structure at the outlet of Eloika Lake that will allow water resource managers to store 1,400 acre-feet of water in the lake during the late winter and spring for release in the late summer to provide 10 cfs of additional streamflow over a 70-day late-summer low-flow period.
- Restore approximately 100 acres of wetland at the south end of the lake to enhance wildlife habitat, aquatic habitat, and water quality.

Scope of Services and Deliverables

Task 1: Project Management

Objective
Manage the project scope, schedule, and budget within the constraints established by the Streamflow Restoration Grant and provide for successful implementation of the tasks outlined in this scope of work.

Description
This task includes Anchor QEA’s project management and coordination of the work. As part of this task, Anchor QEA will complete the following:

- Prepare and update a project schedule.
- Prepare and submit monthly invoices.
- Submit a monthly letter summarizing the progress on each task in our scope of work with each invoice.
- Coordinate the work with Spokane County through regular phone calls and correspondence.
- Participate in virtual meetings (via WebEx or other online meeting tool) and in-person project meetings, as needed to complete the work. These will include, at a minimum:
- A kick-off meeting with Spokane County, Ecology, and other key stakeholders to initiate work on the project. The kick-off meeting will occur in Spokane and will include an initial site visit to assess and document site conditions.

- Participate in design review meetings at the following milestones:
  - Following completion of draft technical studies.
  - Following completion of the preliminary design stage.
  - Following completion of the 60% design stage.
  - Following completion of the 90% design stage.
  - At other times, as needed and requested by the County’s project manager.

**Deliverables**
- Monthly Invoices (PDF format or hard copy, as required by Spokane County)
- Monthly Progress Summaries (with monthly invoice)
- Meeting Notes (PDF format)

**Task 2: Cultural Resources Review**

**Objective**
Complete review of cultural resources needed to comply with the Streamflow Restoration Grant requirements and with state and local regulations for historic preservation.

**Description**
As part of this task, Anchor QEA will complete the following:

- Anchor QEA will assist Spokane County in complying with the Governor’s Executive Order (GEO) 05-05 concerning archeological and cultural resources. Anchor QEA will assist Spokane County in initiating cultural resources review with Ecology by completing the following:
  - **Ecology Cultural Resources Review Form (ECY 070-537):** Anchor QEA will complete this form and will coordinate with Spokane County to submit the form and supporting materials to Ecology. The submitted materials will conform to the Washington State Department of Archeology and Historic Preservation (DAHP) Washington State Standards for Cultural Resources Reporting.
  - **Inadvertent Discovery Plan (IDP) (ECY 070-560):** Anchor QEA will complete an IDP for the project and will coordinate with Spokane County to submit the IDP to Ecology. Anchor QEA will maintain a copy of the approved IDP and ensure that all subconsultants working on the project have the IDP prior to and while working on the site. Anchor QEA will also coordinate with Spokane County to ensure that the IDP is available online to any interested party.
• Anchor QEA will coordinate with subconsultants to ensure that each has reviewed and is familiar with the following Ecology video prior to proceeding with work onsite: “Inadvertent Discovery of Cultural Resources or Human Remains” (https://www.youtube.com/watch?v=cV3BppQTx9Q).

• Anchor QEA and its subconsultants will not proceed with any work that could potentially impact cultural resources prior to receiving written notice from Ecology, as required by Spokane County’s funding agreement with Ecology.

Deliverables

• Ecology Cultural Resources Review Form (ECY 070-537) (PDF format)
• Inadvertent Discovery Plan (ECY 070-560) (PDF format)

Task 3: Stakeholder and Property Owner Outreach

Objective
Communicate and collaborate with impacted property owners and stakeholders to ensure that the project is designed to meet their needs while achieving streamflow benefits and habitat restoration goals and objectives.

Description
This task includes communication and collaboration with impacted property owners and key stakeholders to ensure that the project is not only designed in a way that will ensure that the overall project objectives for improving streamflow and restoring habitat are achieved, but that stakeholders have opportunities to provide input into the design, understand the objectives of the project, and are aware of project status. This task will be completed in two phases, as follows.

Subtask 3.1: Phase 1 Outreach
Phase 1 will include stakeholder outreach at the beginning of the project, as follows:

• At the beginning of the project, the Anchor QEA team will work with Spokane County to communicate with individual property owners who are likely to be affected by the project, as well as other key stakeholders.
• This initial phase of outreach will focus on gaining an understanding of project concerns and describing the studies that will be conducted, along with anticipated potential project effects on specific parcels, water quality, and wetlands.
Subtask 3.2: Phase 2 Outreach

After completing the site investigations (Task 4) and technical studies (Task 5), Anchor QEA will support Spokane County in a second phase of outreach that will include the following:

- At the conclusion of the technical studies, the Anchor QEA team will work with Spokane County to communicate the results of the studies and the development of project designs. The operational plan for the reservoir will be discussed, along with information on how the property owners and other key stakeholders can be involved in the design process.
- Land or easement acquisition needs will be discussed and negotiated with impacted property owners, as needed, during this phase of outreach.
- Spokane County will seek endorsement of the project by the impacted property owners and other key stakeholders at the end of this phase of outreach.

The Anchor QEA team will complete the following to assist the County with outreach as part of this task:

- Prepare figures, data, and other information to support Spokane County in communicating with impacted property owners, stakeholders, and others.
- Attend in-person public meetings (as permitted by County COVID-19 regulations) during each phase of outreach with impacted property owners and stakeholders near the site in Spokane County to present the project and address questions, concerns, and comments.
- Assist the County with property owner negotiations by participating in conference calls or online meetings during each phase of outreach with impacted property owners.

Deliverables

- Communication and meeting presentation materials (PDF and Microsoft Powerpoint format)
- Meeting notes (PDF format)

Task 4: Field Studies and Quality Assurance Project Plan

Objective

Complete site investigations needed to support the design of the project.

Description

Anchor QEA will complete the following work to provide a basis for the design of the improvements proposed as part of the project.

Subtask 4.1: Quality Assurance Project Plan

- Anchor QEA will develop a Quality Assurance Project Plan (QAPP), as required by Ecology, to outline methods for collecting and evaluating field data, to ensure accuracy in data collection
and evaluation. The QAPP will be prepared using the Water Resources Program and Office of Columbia River Grant Special Terms and Conditions Quality Assurance Project Plan (QAPP) Template for Projects Without Water Quality Sampling (PUB 18-11-018). The QAPP will also follow the Water Resources Program and Office of Columbia River Grant Special -Terms and Conditions Quality Assurance Project Plan (QAPP) Guidance (PUB 17-11-013).

- Anchor QEA will review the QAPP with Spokane County and Ecology and incorporate comments into a final QAPP for field data collection. The field investigations included in this task will be completed in accordance with the approved QAPP.

Subtask 4.2: Topographic and Bathymetric Surveys

Anchor QEA will work with licensed surveyors to complete bathymetric and topographic surveys needed to support design of the project, as follows:

- Anchor QEA will contract with a licensed surveyor to complete a bathymetric survey of the lake to a depth needed to better understand lake storage volumes and inform the design of the proposed outlet structure.
- Anchor QEA will contract with a licensed surveyor to complete a topographic survey of the lake shoreline and areas near the lake outlet that will be impacted by the proposed outlet control structure and wetland restoration. The survey may be conducted using land-based surveying techniques, collection of high-resolution LiDAR, or a combination of the two. Anchor QEA will review the proposed method of data collection with Spokane County prior to completing the work to ensure that the data meets the needs of the project.
- Topographic surveys will be coordinated with other field activities that require mapping, such as wetland delineations and geotechnical investigations, to ensure efficiency in data collection.

Subtask 4.3: Geotechnical Investigation

Anchor QEA will contract with Aspect Consulting to complete geotechnical site investigations and prepare a geotechnical engineering report with information and recommendations on subsurface soil conditions at the site to be used to support the design of the outlet control structure. The geotechnical investigation will include the following:

- Completion of at least two borings, drilled to a depth of at least 20 feet.
- Collection of at least three soil samples in each boring and analysis in a local soils laboratory to determine key engineering properties.
- Desktop analysis of available geology maps and other pertinent information.
- Completion of a geotechnical engineering report to summarize recommendations for construction of an outlet control structure at Eloika Lake.
Subtask 4.4: Wetlands Delineation

Anchor QEA will complete a wetland delineation and report that will include the following:

- Anchor QEA will review previous wetland reports and mapping.
- Based on previous reports and mapping, Anchor QEA will prepare a summary of wetland areas and functions that could be impacted by the project.
- Previous wetland mitigation reports prepared for the project will be reviewed to assess whether the wetland concepts previously proposed for the project will be adequate and appropriate for the project to both mitigate for project impacts and achieve the desired goals of the restoration.
- Anchor QEA will complete a wetland delineation, which will be verified by the U.S. Army Corps of Engineers and Ecology, to identify and map wetland extents on the properties at the outlet of Eloika Lake that will be impacted by the project. Maps will be prepared using a basemap with 1-foot contours.
- Anchor QEA will also complete an ordinary high-water mark (OHWM) determination for Eloika Lake to determine impacts that may occur requiring consideration in the permitting process.
- The wetland delineation and OHWM survey will be mapped, and the results will be summarized in a short memorandum. The work will be coordinated with the collection of topographic survey data (Subtask 4.2).

Deliverables

- Quality Assurance Project Plan (PDF format)
- Topographic/Bathymetric Survey (PDF and AutoCAD Civil 3D formats)
- Geotechnical Engineering Report (PDF format)
- Wetland Delineation Memorandum (PDF format)

Task 5: Technical Studies to Support Project Design

Objective

Complete technical studies needed to support the design of the proposed improvements to achieve overall project objectives for streamflow enhancement and wetland restoration.

Description

Anchor QEA will complete the following technical studies to understand the impacts and potential benefits of the project in support of a design that achieves project objectives for streamflow enhancement and wetland restoration.
Subtask 5.1: Preliminary Hydrology and Hydraulics Analysis

Anchor QEA will complete a hydrology and hydraulics analysis and report, as follows:

- Anchor QEA will delineate the lake watershed boundary based on the best available topographic information for the watershed, anticipated to be LiDAR or USGS digital elevation model (DEM) data.
- Anchor QEA will perform hydrologic calculations to estimate lake inflows and compare them against recorded inflow data. Hydrologic calculations will be done using HEC-HMS, for peak storm events, and using spreadsheet analyses to calculate flow statistics. Inputs to the model and other hydrologic calculations will include precipitation (from historic precipitation records and data from the PRISM climate group), land cover (estimated based on the latest aerial photography), and soil information (from soil surveys and geologic mapping of the area).
- Anchor QEA will complete hydraulic analysis to estimate flow rates, velocities, and water surface elevations at the lake outlet under both existing and proposed conditions (with the proposed outlet structure). Hydraulic analysis will be completed using both HEC-HMS and a spreadsheet that will further estimate water levels and hydraulics based on inflows and releases.
- Anchor QEA will complete a hydraulic analysis of the downstream river channel to evaluate potential impacts to downstream water surface elevations. If available, the HEC-RAS model developed for the 2011 Eloika Lake Hydraulic Analysis (Oasis Environmental 2011) will be used as a starting point. The model will be refined to evaluate hydraulic conditions from the lake outlet to 200 feet downstream of the proposed outlet structure for a variety of release rates. Anchor QEA will coordinate with Spokane County to identify the appropriate model scenarios needed to provide a basis for design of the outlet structure.
- Anchor QEA will prepare a report summarizing lake hydrology and hydraulics in a format that will satisfy Ecology Dam Safety Office (DSO) requirements.

Subtask 5.2: Preliminary Operations Plan and Analysis

Anchor QEA will complete analysis of storage operations and develop an operations plan, as follows:

- Anchor QEA will develop a water balance spreadsheet model to estimate flows to and from the lake on a monthly time step based on estimated inflows and control with the proposed outlet structure. The water balance model will be used to determine changes in lake levels and volume and release rates needed to maintain instream flows downstream of the lake.
- Anchor QEA will prepare preliminary recommendations for the operation of outlet gates and controls. Recommendations will be made for the type of outlet gates and controls to be installed to achieve operational goals, the timing of lowering and raising gates and other controls to release water, and the level of automation to be included.
• A short memorandum will be prepared to summarize the water balance and operating recommendations.

Subtask 5.3: Water Quality Evaluation

Anchor QEA will evaluate potential impacts of the proposed project on water quality in the lake and water released from the lake, as follows:

• Anchor QEA will prepare a predictive water quality model using CE-QUAL-W2 or another approved water quality model to assess the impact of the lake outlet structure on the temperature, dissolved oxygen, and pH of water released from the lake. The model will use available data from Total Maximum Daily Load work in the development of the model, and we will coordinate with Ecology, the Washington Department of Fish and Wildlife, and others in the preparation of the model. The model will use the weather data from the nearest weather station and outputs from the preliminary operations plan.

• The results of the water quality modeling (temperature, dissolved oxygen, and pH) will be summarized in a short memorandum.

Subtask 5.4: Detailed Cultural Resources Review

The cultural resources review will build on work completed as part of Task 2. It will include a thorough desktop review of existing cultural resources information, a field survey, and development of a cultural resources review memorandum, as follows:

• Anchor QEA will perform a preliminary assessment of potential cultural resource issues through a desktop review of existing documents at Washington State DAHP.

• Anchor QEA will complete a cultural resources field survey to assess whether the project might have an impact on cultural and historical resources.

• Following the cultural resources field survey, Anchor QEA will prepare a short memorandum summarizing the overall findings of the cultural resources review. The memorandum will incorporate the findings of the preliminary desktop assessment and review of state records and the results of the field survey.

Subtask 5.5: Assessment of Benefits and Impacts

Anchor QEA will evaluate and summarize the key benefits and impacts of the project, as follows:

• Anchor QEA will evaluate the potential benefits of the proposed project on the availability of water to offset future out-of-stream domestic water use based on reservoir releases estimated as part of the hydrologic and hydraulic analysis and preliminary operations plan.

• Anchor QEA will also evaluate the benefits and impacts of the proposed project on adjacent landowners, including extent and timing of inundation, that will result from the management of lake levels using the proposed outlet control structure, according to the recommendations of the preliminary operations plan.
• Anchor QEA will evaluate and characterize the potential benefits and impacts of the proposed project on instream flows, fish habitat, and fish passage. This evaluation will be completed based on prior work done to characterize instream flows and fish habitat and passage conditions.
• Anchor QEA will identify and evaluate benefits and impacts to wetland habitat at Eloika Lake based on the results of the wetland delineation, proposed modification to lake levels and operations, and recommendations for restoration and wetland mitigation.
• A short memorandum will be prepared summarizing the benefits and impacts of the project. A matrix will be prepared to concisely summarize project benefits and impacts as a tool for communication with property owners and key stakeholders.

Deliverables

• Preliminary Hydrology and Hydraulics Report (PDF format)
• Preliminary Operations Plan (PDF format)
• Water Quality Summary Memorandum (PDF format)
• Cultural Resources Memorandum (PDF format)
• Preliminary Benefits and Impacts Memorandum (PDF format)

Task 6: Project Design Plans and Specifications

Objective

Anchor QEA will develop design documentation for the project, including drawings, specifications, reports, and opinions of probable cost, that will be used to plan for and construct the improvements recommended in the technical studies. The project design will be a collaborative effort between the multidisciplinary design team, Spokane County, and other key stakeholders to develop design solutions that accomplish key project objectives, which include the following:

• **Outlet Control Structure:** An outlet control structure will be designed to allow water resource managers to maintain water storage and control releases to the West Branch of the Little Spokane River to increase streamflows during the late summer low-flow period when water is needed to meet instream flow requirements and offset out-of-stream water uses. It is anticipated that the control structure will be a reinforced concrete structure housing a combination of automatic control gates and stop log controls. The design effort will include evaluation of key components of the structure, application of the hydraulic analysis to size and configure the structure, analysis of different structure configurations to come up with a configuration that efficiently meets project objectives, completion of structural calculations, and development of drawings, cross-sections, and details for the structure.

• **Wetland Restoration:** Another key element of the project will include restoration of approximately 100 acres of wetlands at the south end of the lake to establish seasonal
hydrology that enhances wetland habit for key native species. The wetland restoration design will build off of the wetland delineation (Subtask 4.4) findings and topographic survey (Subtask 4.2) results to develop wetland restoration plans and details. The design effort will include an evaluation of wetland hydrology and hydraulics, biological evaluation of existing wetland functions, and development of a proposed plan for wetland grading, planting, and habitat features that will improve habitat for key native species.

Description
Anchor QEA will complete the design in four stages, including preliminary (~30% complete) design, 60% complete design, 90% complete design, and final design. Deliverables will be submitted to Spokane County and other key stakeholders at the end of each stage for review and comment. The following summarizes the work to be completed as part of each design stage.

Subtask 6.1: Preliminary (~30% Complete) Design

- Anchor QEA will prepare preliminary (~30% complete) design drawings, including the following:
  - A cover sheet
  - General notes, legends, and abbreviations
  - An overall site plan
  - An existing conditions plan (topographic survey results of outlet and wetland area)
  - A construction access plan
  - Site plans for both the outlet and wetland restoration area
  - An outlet control structure plan
  - Outlet control structure sections
  - Wetland restoration plans
  - Wetland restoration sections

- Anchor QEA will prepare a report summarizing the basis of the preliminary design. It will include an overview of the project, a summary of the key findings from the technical studies, the technical studies (incorporated as appendices), a summary of permitting needs and requirements, the preliminary opinion of probable costs, recommendations for further design development, figures, maps, exhibits, and preliminary design drawings (incorporated as appendices).

- Anchor QEA will prepare an opinion of the probable cost to construct the project that reflects the elements included in the preliminary design.

- Anchor QEA will complete a preliminary (desktop) review of potential environmental impacts and prepare a short memorandum summarizing potential impacts and likely permitting and regulatory requirements.
Subtask 6.2: 60% Design

- As an initial step in completing the 60% design, Anchor QEA will prepare written responses to comments provided by Spokane County and other key stakeholders on the preliminary design submittal.
- Anchor QEA will update the technical analyses completed as part of Task 3, as needed, to reflect the 60% design information, as follows:
  - Refine the hydrologic and hydraulics analysis developed as part of Task 3.
  - Refine and update the water balance spreadsheet model developed as part of Task 3.
- Anchor QEA will prepare 60% design drawings, including refinement of drawings developed as part of the preliminary design, to the 60% complete level with the addition of the following drawings:
  - Clearing and demolition plan
  - Outlet control structure details
  - Wetland restoration details
- As part of 60% design, Anchor QEA will prepare an outline of the technical specifications to be developed for the project. This task assumes that specifications will be developed in APWA/WSDOT format.
- Anchor QEA will prepare an updated opinion of the probable cost to construct the project that reflects the elements included in the 60% design.

Subtask 6.3: 90% Design

- As an initial step in completing the 90% design, Anchor QEA will prepare written responses to comments provided by Spokane County and other key stakeholders on the 60% design submittal.
- Anchor QEA will prepare 90% design drawings, including refinement of drawings developed as part of the 60% design, to the 90% complete level with the addition of the following drawings:
  - A survey control plan
  - Temporary erosion and sediment control plans, notes, and details
- As part of 90% design, Anchor QEA will prepare a complete set of draft technical specifications for the project in APWA/WSDOT format.
- Anchor QEA will prepare an updated opinion of the probable cost to construct the project that reflects the elements included in the 90% design.

Subtask 6.4: Final Design

- As an initial step in completing the final design, Anchor QEA will prepare written responses to comments provided by Spokane County and other key stakeholders on the 90% design submittal.
• Anchor QEA will update the following technical studies prepared as part of Task 3 to reflect the final design of the project:
  – Preliminary Hydrology and Hydraulics Report
  – Preliminary Operations Plan
  – Water Quality (Temperature) Summary Memorandum
  – Preliminary Benefits and Impacts Memorandum
  – Environmental Permitting Summary Memorandum
• Anchor QEA will prepare a final design report that will summarize the basis of design. It will include an overview of the project, a summary of the key findings from the technical studies, the final technical studies (incorporated as appendices), the final summary of permitting needs and requirements, final opinion of probable construction costs, figures, maps, exhibits, and the final design drawings and calculations (incorporated as appendices)
• Anchor QEA will prepare final technical specifications for the project in APWA/WSDOT format.
• Anchor QEA will prepare an updated opinion of the probable cost to construct the project that reflects the elements included in the final design.

Deliverables
• Design Drawings: Preliminary, 60%, 90%, and Final (PDF and AutoCAD Civil 3D format)
• Design Report: Preliminary and Final (PDF format)
• Opinion of Probable Construction Cost: Preliminary, 60%, 90%, and Final (PDF format)
• Environmental Permitting Summary: Preliminary and Final (PDF format)
• Written responses to comments on preliminary, 60%, and 90% design (PDF format)
• Technical Specifications: Outline, 90%, and Final (PDF format)
• Updated Hydrology and Hydraulics Report: 60% and Final (PDF format)

Task 7: Project Permitting

Objective
Complete the coordination and documentation needed to permit the project on time and in coordination with the project design.

Description
Anchor QEA will work with Spokane County and the regulatory agencies that will approve the project to complete applications, supporting documentation, drawings, reports, and other information needed to secure all permits and regulatory approvals for the project. The effort will include the following tasks.
Subtask 7.1: Permitting Approach and Strategy Memorandum

- Anchor QEA will meet with the regulatory agencies early in the project, prior to completion of technical studies, to verify the permits and approvals needed for the project. It is anticipated that project impacts (as documented in the SEPA checklist) will result in a Determination of Non-Significance (DNS), but this would need to be verified with Spokane County and Ecology once the preliminary design and analysis of impacts are complete. It will be important for the SEPA threshold determination to be made as early as possible to ensure the overall SEPA compliance process does not result in delays affecting the overall project schedule.

- Anchor QEA will prepare a summary of a recommended approach to obtaining the necessary permits and approval for the project after verifying key assumptions with the regulatory agencies. This summary memorandum will include recommended strategies for ensuring compliance with SEPA and permitting the project as efficiently as possible.

- Anchor QEA will summarize recommended strategies in the permitting approach summary (prior bullet) for permitting the project as quickly and efficiently as possible. One key strategy will be to work with regulatory agencies to identify key issues early in the design process. This will enable the team to help Spokane County develop the design and environmental compliance documentation in a manner that streamlines the permitting process.

Subtask 7.2: Anticipated Agency Coordination

- Anchor QEA will schedule and attend a pre-planning meeting with applicable regulatory agencies to confirm key assumptions needed to develop the permitting approach and strategy memorandum.

- Anchor QEA will conduct early coordination with Spokane County and Ecology to confirm who will lead SEPA review of the project and determine the anticipated level of SEPA review.

- Anchor QEA will coordinate with the regulatory agencies on the design as it progresses to ensure that the engineering and permitting schedules are coordinated.

Subtask 7.3: Prepare Permit Applications

- Likely permit applications and environmental compliance documentation are expected to include the following:
  - SEPA checklist and threshold determination
  - Joint Aquatic Resource Permit Application (JARPA)
  - Hydraulic Project Approval (HPA)
  - Endangered Species Act Consultation
  - Shoreline Code Compliance
  - Critical Areas Review
  - Local Clearing/Floodplain Development Permit
• To support the permit applications, Anchor QEA will prepare permit drawings formatted for the JARPA application. It is anticipated that permit drawings will be prepared during the 60% design stage.

• SEPA Determination
  – Early determination of whether the project represents a significant impact under SEPA will be critical to the timeline for permitting the project. Anchor QEA will coordinate with Spokane County to complete the SEPA checklist and arrive at a determination of what will be needed to comply with SEPA. Anchor QEA recommends that a determination be made about what is needed to comply with SEPA during preliminary design. If something more than the SEPA checklist is required, such as a project-level EIS, early determination of those requirements will be critical to ensuring that the project is not delayed by SEPA compliance.

Subtask 7.4: Dam Safety Consultation, Dam Construction Permit
• Anchor QEA will initiate consultation with Ecology DSO at the onset to confirm information needed to support project permitting and to discuss the approach to SEPA compliance for the project. We will continue coordinating with DSO until a Dam Construction Permit is secured.

• Anchor QEA will prepare the Dam Construction Permit application and supporting documentation, including the following:
  – Hydrology and Hydraulics Report
  – Geotechnical Report
  – Final Design Drawings
  – Final Technical Specifications
  – Emergency Action Plan
  – Construction Inspection Plan
  – Operations and Maintenance Plan

• Anchor QEA will consult with Ecology DSO to review design documents and will incorporate DSO’s input as the design progresses. The Dam Construction Permit application and reports will be submitted for approval as the design nears completion so that a Dam Construction Permit can be secured in time to construct the improvements.

Subtask 7.5: Water Rights Assistance
• Anchor QEA will work with Aspect Consulting to coordinate with Ecology, as needed, to secure water rights for the project. This effort will include:
  – Scheduling a pre-application meeting with Ecology to discuss water right needs for the project.
  – Consulting with Ecology prior to submitting a water rights application.
• Anchor QEA will also work with Aspect Consulting to prepare water rights documentation for the project. This effort will include:
  – Completion of water right applications for the project, including a mitigated water right for the water supply made available and a storage water right.
  – Completion of a draft Reports of Examination for the project to support processing of the water rights in accordance with Ecology’s requirements.

**Deliverables**

• Permitting Approach and Strategy Memorandum (PDF format)
• Completed Permit Applications and SEPA Checklist (PDF format or format required for submittal to permitting agencies)
• Permit Drawings (PDF format)
• Agency Coordination Meeting Notes (PDF format)
• Dam Construction Permit Application (PDF format)
• Supporting Reports for Dam Construction Permit Application (PDF format)
• Water Right Applications (PDF format or format required by Ecology)
• Reports of Examination (PDF format)

**Assumptions**

This scope of work and the associated budget assume the following:

• In-person meetings will be limited to an initial kick-off meeting and site visit; public outreach meetings; and design review meetings follow completion of the technical studies, preliminary design, 60% design, and 90% design. Other meetings will be held via WebEx or by some other virtual means.
• Spokane County will lead and coordinate the stakeholder and property owner outreach. The Anchor QEA team’s role will be to support the County by presenting technical information, providing communication of design information, and participating in in-person public meetings coordinated by the County.
• Preparation of the QAPP will include preparation of a draft QAPP for review by Spokane County and Ecology and the incorporation of comments into a final QAPP to be approved by Ecology. Multiple iterations of review and comment have not been included.
• Spokane County will coordinate with private property owners and will secure all permissions and rights-of-entry needed to complete the field investigations outlined as part of Task 4.
• One consolidated set of comments will be provided for each draft deliverable. Anchor QEA will incorporate the comments, where appropriate, into the final deliverable or the next iteration of the deliverable, as outlined in the scope of work.
• Drawings will be prepared using AutoCAD Civil 3D software.
• Specifications will be prepared in APWA/WSDOT format and will rely on the most current edition of the APWA/WSDOT Standard Specifications for Road, Bridge and Municipal Construction as a basis for specifying materials and work associated with the project.

• The project permitting work (Task 7) does not include preparation of an environmental impact statement (EIS) or other detailed environmental documentation for compliance with SEPA. Task 7 does include coordination with the regulatory agencies and completion of a SEPA checklist early in the development of the project. Once the SEPA checklist is complete, Spokane County will make a SEPA threshold determination. If the SEPA threshold determination results in something other than a DNS and requires completion of an EIS or other detailed environmental documentation, Anchor QEA will prepare a proposed amendment to this scope of work or a separate proposal to complete that documentation. If an EIS or other detailed environmental documentation is required, the schedule for completion of the project would likely be delayed beyond what is indicated in this scope of work.

Budget
Anchor QEA proposes to complete this scope of work on a time and materials basis for a total fee not to exceed $522,000. Table 1 summarizes the budget for the overall project. A detailed breakdown of the budget is included as Exhibit A.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Proposed Project Budget – Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task</td>
<td>Budget</td>
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<tr>
<td>Task 1: Project Management</td>
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<td>Task 2: Cultural Resources Review</td>
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<td>Task 3: Stakeholder and Property Owner Outreach</td>
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<td>Task 4: Field Studies and QAPP</td>
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<td>Task 5: Technical Studies to Support Project Design</td>
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<td>Task 6: Project Design Plans and Specifications</td>
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<td>Task 7: Project Permitting</td>
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<td>Total</td>
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</table>
Schedule

Table 2 provides an anticipated schedule for completion of this scope of work. A more detailed schedule will be provided after Anchor QEA has received an approved professional services agreement. We will coordinate development of the work with Spokane County to ensure that the work is completed with the timelines and requirements of the Streamflow Restoration Funding Grant agreement between Spokane County and Ecology.

<table>
<thead>
<tr>
<th>Task</th>
<th>Target Dates</th>
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<tbody>
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<td>• Progress Reports and Invoices</td>
<td>Sept. 2021 – Dec. 2023</td>
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<tr>
<td>• Final Deliverables and Project Closeout</td>
<td>Dec. 2023</td>
</tr>
<tr>
<td>• Completed Cultural Resources Review Form (ECY 070-537)</td>
<td>Oct. 31, 2021</td>
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<td>• Completed IDP (ECY 070-560)</td>
<td>Oct. 31, 2021</td>
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<tr>
<td>• Notification and Ecology Video Reviewed by Team</td>
<td>Oct. 31, 2021</td>
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<td>Task 3: Stakeholder and Property Owner Outreach</td>
<td>Oct 2021 – Mar 2023</td>
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<tr>
<td>• Phase 1 Public Meetings and Outreach</td>
<td>Oct. 2021 – Aug 2022</td>
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<td>• Phase 2 Public Meetings and Outreach</td>
<td>Sep 2022 – Mar 2023</td>
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<td>• Completion of QAPP</td>
<td>Oct. 31, 2021</td>
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<td>• Topographic/Bathymetric Surveys</td>
<td>Nov. 2021 – April 2022</td>
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<td>• Geotechnical Investigations and Report</td>
<td>April 2022 – Aug. 2022</td>
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<td>• Wetland Delineation and Memorandum</td>
<td>April 2022 – Aug. 2022</td>
</tr>
<tr>
<td>• Preliminary Operations Analysis and Plan</td>
<td>Jan. 2022 – June 2022</td>
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<tr>
<td>• Water Quality Analysis and Summary Memorandum</td>
<td>April 2022 – Aug. 2022</td>
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<tr>
<td>• Cultural Resources Memorandum</td>
<td>Oct 2021 – June 2022</td>
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<tr>
<td>• Preliminary Benefits and Impacts Assessment and Memorandum</td>
<td>April 2022 – Aug. 2022</td>
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<td>Task 6: Project Design Plans and Specifications</td>
<td>April 2022 – Dec. 2023</td>
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<tr>
<td>• Preliminary Design</td>
<td>April 2022 – Oct. 2022</td>
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<td>• 90% Design</td>
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<td>• Final Design</td>
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<td>Task 7: Project Permitting</td>
<td>April 2022 – Dec. 2023</td>
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Exhibit A
Detailed Budget Summary
# Anchor QA, LLC

## 2021 Labor Budget Estimating Form

**Spokane County**  
**Eloka Lake - Shoreline and Wetland Restoration Project**

<table>
<thead>
<tr>
<th>Task</th>
<th>Project Management</th>
<th>Task 6</th>
<th>Project Design Plans and Specifications</th>
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<tbody>
<tr>
<td>Task 2</td>
<td>Cultural Resources Review</td>
<td>Task 7</td>
<td>Project Permitting</td>
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<tr>
<td>Task 3</td>
<td>Public Involvement and Property Owner Outreach</td>
<td>Task 8</td>
<td>Permitting and Permit Design</td>
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**Total Labor Hours:** 76  
**Total Labor Dollars:** $384,322

**Subconsultants**

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