

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: ESA Consultant Services Contract

FOR AGENDA OF: February 10, 2022

ATTACHMENTS:

- 1. Consultant Services Contract – Environmental Science Associates (ESA)
- 2. Scope of Services - ESA

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: February 3, 2022

CLEARANCES:

- Community Development *Susan M. Cey*
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works _____

CHIEF OPERATIONS OFFICER: *Dip J...*

- Legal */s/ MH*
- Finance *Bethanne W...*
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Michael...*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the contract with Environmental Science Associates (ESA) for the purpose of preparing a limited scope Environmental Impact Statement (EIS) for a proposal by Zenith Properties LLC (Applicant). Project costs will be paid by the Applicant through a phased contracting approach: Phase 1- Scoping, Phase 2 - Draft EIS and Phase 3 - Final EIS.

Suggested Motion

Motion 1: “I move to approve the agreement with Environmental Science Associates for the purpose of preparing an Environmental Impact Statement for a proposal by Zenith Properties LLC as required by the State Environmental Policy Act, and authorize the City Manager to sign the contract substantially in the form as submitted.”

Background

Zenith Properties LLC (Zenith) is the applicant for a demolition permit of the structures located at 23660 Marine View Drive S. (aka Landmark on the Sound), being processed under City Application Number LUA2019-0032. Zenith has completed and submitted to the City a State Environmental Policy Act (SEPA) Checklist for the demolition of the existing structures along with supporting historical documentation.

To date, the City is reviewing the Proposal as the basis for making a SEPA threshold determination pursuant to chapter 16.05 Des Moines Municipal Code (DMMC) and WAC 197-11-360. The City anticipates the issuance of a Determination of Significance (DS) requiring a limited scope environmental impact statement for this project to focus on the following:

1. Analysis of potential adverse impacts to historic and cultural resources;
2. Evaluation of reasonable alternatives that would avoid or minimize adverse impacts resulting from the proposed demolition and potential mitigation;
3. Public Involvement; and
4. Preparation of a Draft and Final EIS.

Pursuant to DMMC 16.05.160, preparation and content of draft and final EISs are the responsibility of the Planning, Building and Public Works Department under the direction of the responsible official. The Department can contract with consultants as necessary with the cost to be paid by the applicant.

The City is required to review and process applications and to complete the environmental review (SEPA) process. In order to assure a rigorous analysis of the proposal and peer review of applicant-submitted information, consultant assistance is needed. Although the costs are paid by the applicant, the contract is between the City and the consultant who will work at the direction of city staff. Contracting with ESA adds technical expertise and assures a robust public involvement process. The Phase 1 (Scoping) process is an opportunity for the public's voice to be heard related to the scope of the EIS and the alternatives to be evaluated.

Staff reviewed the qualifications of several firms and has selected ESA as the most qualified firm, with experience in EIS preparation, cultural resources, and public involvement.

Discussion

In order to develop a more refined scope and budget, the project contract is broken out into three phases:

- Phase 1 – Scoping: kickoff meeting, alternatives development, scoping meeting, public involvement, comments and summary document. This will provide better information related to how many people are interested in the project and help refine the scope of the EIS.
- Phase 2 – Draft EIS (based on level of interest in scoping)
- Phase 3 – Final EIS

This approach will enable the Consultant team to tailor the scope and budget to address the required level of analysis to meet the City's obligations under SEPA and to address Agency and public comments on the project.

Alternatives

This work is required by state law and City Code. Preparation of an adequate EIS and a robust public involvement process requires consultant assistance.

Financial Impact

If the City Council approves the Contract there will be no fiscal impact to the City as the Applicant is responsible for covering the cost of the SEPA review associated with their application.

Recommendation

Staff recommends approval of this contract and scope of work as presented.

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and Environmental Science Associates

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Environmental Science Associates organized under the laws of the State of Washington, located and doing business at 5309 Shilshole Ave NW, Suite 200, Seattle, WA 98107. 206-789-9658. (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

The Consultant will assist the City of Des Moines to prepare a limited scope environmental impact statement (EIS) for a proposal by Zenith Properties LLC (Applicant). Project costs will be paid by the Applicant through a phased contracting approach: Phase 1- Scoping, Phase 2 - Draft EIS and Phase 3 - Final EIS.

The Phase 1 Scope of Work and Budget is provided in Exhibit A. Phase 2 will be developed at the completion of Phase 1, and Phase 3 will be developed at the completion of Phase 2.

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I as negotiated with the City of Des Moines .

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed Ninety Thousand Nine Hundred and Eighty-four Dollars (\$90,984) for Phase 1 to be paid for the services described in this Contract. The costs of additional Phases shall be determined through negotiation of the parties as the Phases are developed. The costs of additional Phases shall be approved by both parties in writing. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 - 1. The date of the Consultant's claim;
 - 2. The nature and circumstances that caused the claim;
 - 3. The provisions in this Contract that support the claim;
 - 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 - 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.

- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this section shall survive the expiration or termination of this Contract.

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

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. Other Insurance Provisions.

1. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant

shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

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City of Des Moines Limited Scope EIS for Zenith Properties Project

Proposed Tasks to Complete the Scope of Work – Scoping Only Phase I

Task 1: Project Management and Coordination

This task provides for project management and coordination.

Task 1.1 Project Management (for 4 months)

This task is intended to ensure that ESA delivers quality work on time and within budget. It includes a variety of tasks, including coordination with the City, development team, and other technical consultants; internal oversight and guidance to technical experts; ongoing budget and schedule management; invoicing; and quality control/quality assurance. Other activities in this task include:

- **SEPA compliance strategy** – The Consultant team will work with the City to finalize the detailed scope and budget for Phases 2 and 3, providing information at the subtask level about deliverables, assumptions, staff assignments, budget, and schedule that is mutually acceptable.
- **Shared Data protocol** – The Consultant team will work with the City to set up an appropriate data sharing site. It is understood that the City would need full access to all records and all records would need to be maintained so they can be reviewed and provided to a requestor if a public records request is received.

Task 1.2 Project Team Meetings and Schedule – Scoping Only

- **EIS kickoff meeting** – We will convene a 1-hour virtual meeting of the project team to align the project objectives, team organization, communication protocols, schedule, and the EIS outline.
- **Ongoing coordination meetings** – Throughout the project, up to 2 ESA project managers would participate in up to four 1-hour meetings or eight 30-minute meetings.

Assumptions:

1. Kick-off meeting (1-hour virtual meeting)
2. Up to four 1-hour virtual meetings with up to 2 ESA staff (or eight 30-minute meetings).
3. The EIS team will post project-related information on the City's project website as directed by the City.
4. The City will assemble their internal comments on documents prior to sending to ESA. Additional review time will be required for City review due to staff shortage.

Task 2: Public Involvement and Communications for Scoping Only

Task 2.1 Public Involvement project meetings, coordination and administration

The Consultant team will coordinate overall public involvement for Scoping Only. This includes public involvement coordination with City staff and the consultant team members.

Assumptions:

1. General administration, progress reporting, and invoicing (4 months)
2. Internal team coordination and meetings (up to two with 1 staff)
3. Communications coordination meetings (up to two with 2 staff)

Task 2.2 Public Involvement Plan and communications schedule for Scoping Only

The Consultant team will develop a public involvement and communications plan that details key messaging, stakeholders, roles and responsibilities and schedule of activity for Scoping Only. After City approval, a communications work plan and schedule for Scoping Only will be developed and managed by S&A.

Assumptions:

1. The Public Involvement Plan will include Scoping Only.
2. The City will assist in the development of the public involvement plan for Scoping Only at the SEPA Strategy Workshop.

Task 2.3 Public Scoping Meeting

Working with the City, we will prepare a scoping notice based on the alternatives. We assume that the historic and cultural element analyses will be the focus of the EIS. We have not scoped for additional elements so this will need to be re-visited if other issues arise during scoping. Following the City's procedures, the determination of significance and scoping notice will be published and a scoping meeting will be held.

The Consultant team will plan, facilitate and report on one public scoping meeting to receive comments. For planning purposes, the public meeting will be online and last up to two hours and accommodate up to 300 attendees. This will include supporting preparation of notifications and a scoping meeting consistent with SEPA requirements.

The Consultant team will prepare a presentation and coordinate public notification. One (1) training/prep meeting will be provided before the event for presenters, including recording a pre-prepared video, if requested. Preparatory meetings and online presentation will take place remotely. Up to 300 participants can participate online. The Consultant team will facilitate the meeting and provide the link to the virtual meeting recording to the City. An online comment form will be available via the website and be connected to the Comment Tracker. An email and mailing address will also be made available. A court reporter is available and will take formal notes during the scoping meeting.

Assumptions:

1. The pre-prepared video recording will be no longer than 10 minutes in length.
2. If accommodations for more than 300 participants are needed on the virtual call, additional budget would be required.
3. Assume the City already has a working website where project information can be posted.

Task 2.4 Scoping Comment Management

The Consultant team will utilize the Comment Tracking System to receive scoping comments electronically from the City website. Mailed comments or other comment methods would be forwarded to the Consultant team from the City. The Consultant team will organize comments for City and for administrative records. The Consultant team will develop an online comment form which includes the email address and mailing address that the public should use to submit their comments. The Consultant team anticipates that all scoping comments will be directed through the City website, from the designated email address, and from the mailing

address. The Consultant team will work with the City to set up a special phone line with project and contact information and add a QR code to website signage to direct people to website.

Assumptions:

1. The Consultant team will coordinate and take direction from ESA Project Manager and City.
2. The Consultant team will invoice ESA for staff time and material and the Consultant team will be paid directly by ESA.
3. All work performed will be in accordance with City guidelines as applicable. Consultant will be primary contact. City will review materials prior to publication/release.
4. The Consultant team will provide a court reporter for the public scoping meeting. The City will be billed for actual cost of their services.
5. All content for presentations and hearings including presentations, graphics, photos etc. will be provided by the Consultant team. We understand that the City does not have staff capacity other than providing GIS data/shape files.
6. The City will create a project page on the City website to post project information. The Consultant team will be responsible for developing content.
7. Assumes use of the Comment Tracking System to reduce the staff hours that would be required to receive, sort, and categorize comments.
8. Assumes the Consultant team will be able to coordinate the Comment Tracking System with the existing City website.
9. Assumes up to 20 unique short formal comments (assume 2-page length and no more than 4 legal comments (15-20 pages) and no more than 100 duplicative comments from the public scoping process.

Task 2.5 Scoping Summary Document

Once the scoping comment period is complete, the Consultant team will summarize the scoping comments to form a record of the alternatives and issues that the EIS will focus on. This summary will describe the nature and volume of the comments, including major themes as well as substantive individual comments, and how they will (or will not) be addressed in the Draft EIS. The Scoping Summary will be sufficient for inclusion in the Draft EIS.

Task 3: EIS Alternatives

Task 3.1 SEPA Strategy Alternative Development Workshop with City Staff and Follow up with Applicant

The SEPA Strategy Alternative Development Workshop will be held prior to the start of scoping and will focus on the definition of the No Action Alternative and up to 2 other alternatives to submit as part of the DS and Notice of Scoping Meeting. Prior to the workshop, the Consultant team will compile outstanding questions or issues to be resolved and have them on the agenda. The goal of the workshop is to provide the City staff with a strong understanding of the options for the EIS process and why the decisions were made. The SEPA Strategy Workshop would assist the City in working through the following issues:

- Confirm legal requirements of SEPA
- Frame the Phased EIS approach since there is not an associated development proposal
- Define the No Action Alternative
- Develop Alternatives
- Define public outreach goals and objectives
- Design public outreach options under the EIS (Public Participation Plan)
- Other concerns that the City brings forward.

Assumptions:

1. All meetings will be virtual.
2. Assume the applicant and their consultants will be available to contribute to the alternatives development at a follow-up meeting, if requested by the City.
3. Assume the strategy meeting with the City will be a maximum of 3 hours and held virtually. Representatives from the ESA team will be available to facilitate.
4. Assume one follow-up meeting with applicant for up to 2 hours with up to 5 ESA team staff attending.

Task 3.2 Preparation of DS and Notice of Scoping and Alternatives

The ESA team will coordinate with City staff to write the DS and Notice of Scoping for distribution.

Assumptions:

1. Assume 1 draft and 1 final version of the notice.

Task 4: Administrative Record

ESA will maintain the SEPA administrative record consistent with the scope of work.

Task 4.1 Protocol for maintaining an EIS administrative record

ESA will develop the protocol at the start of the project.

Task 4.2 Administrative Record

Administrative records will be kept on a shared document site.

Task 4.3 Response to public records requests (as needed)

The Consultant team firms will respond to public records request for up to 2 hours per firm.

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