

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: 2025-2026 NPDES Stormwater Permit Support - Phase II

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and Herrera Environmental Consultants an S corporation ("Consultant") is dated this ____ day of _____ 2025.

Consultant Business: Herrera Environmental Consultants, Inc.

Consultant Address: 2200 6th Ave Ste 1100
Seattle, WA 98121

Consultant Phone: 206.441.9080

Consultant Fax: N/A

Contact Name: Rebecca Dugopolski

Contact e-mail: rdugopolski@herrerainc.com

Federal Employee ID No.: 91-1329346

WHEREAS, the City of Snoqualmie (City) entered into an agreement with Herrera Environmental Consultants, Inc. (Herrera) on January 23, 2017; and

WHEREAS, the City requires assistance from qualified experts in NPDES permitting to, develop a public education and outreach program, complete outfall mapping, and assist in overburdened community mapping; and

WHEREAS, the City has requested Herrera to perform consulting services to support the City's efforts with several items related to the 2025-2029 National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Permit; and

WHEREAS, Herrera has the resources and capability to perform this work; Herrera has been chosen by a qualifications-based selection (QBS) in 2017 to provide consultant work on a task order, scope and budget basis.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Rebecca Dugopolski. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed

no later than December 31, 2026 , unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$ 68,600 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: _____
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation.. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the

Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Patrick Fry
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

Herrera Environmental Consultants
Attn: Rebecca Dugopolski
2200 Sixth Avenue
Suite 1100
Seattle, WA 98121

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

| | |
|---|---|
| <p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor Date: _____</p> | <p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>Corporation</p> <p>[Consultant's Complete Legal Name]</p> <p>By: _____ Typed/Printed Name: _____ Its: _____ Date: _____</p> |
| <p>ATTEST:</p> <p>Deana Dean, City Clerk Date: _____</p> | |
| <p>APPROVED AS TO FORM:</p> | |

Dena Burke, City Attorney
Date: _____

Exhibit A

CITY OF SNOQUALMIE

2024-2029 NPDES STORMWATER PERMIT SUPPORT – PHASE 2

On January 23, 2025, the City of Snoqualmie (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to provide support for the Stormwater Division with several items related to the 2024-2029 National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Permit (Phase II Permit). This scope of work covers the period from April 2025 through December 2026. It is anticipated that a third phase of work will be needed in 2026-2028 for ongoing support related to the NPDES Phase II Permit. This scope of services includes a discussion of the activities, assumptions, deliverables, and a schedule associated with the following tasks for this project:

- Task 1.2 – Project Management/Contract Administration
- Task 2.2 – Public Education and Outreach Support
- Task 3.2 – Stormwater Program Updates

EnviroIssues will support Herrera on Task 2.2 – Public Education and Outreach Support.

Task 1.2 – Project Management/Contract Administration

Herrera will be responsible for ongoing management and contract administration of this project, including preparing monthly invoices, as well as coordination of work efforts with the City's project manager. Herrera's project manager and contract manager will have phone and e-mail contact with the City's project manager and other City representatives on an as-needed basis regarding scope, schedule, budget, and invoicing issues.

This task also includes a project kickoff meeting and regular check-in meetings between the Herrera and City project manager. These meetings are in addition to task-specific meetings outlined in previous tasks.

Assumptions

- Initial project kickoff meeting via Microsoft Teams

SCOPE OF WORK

- Check-ins will occur on a biweekly or monthly basis via Microsoft Teams.

Deliverables

- Project kickoff meeting with City staff and Herrera project manager
- Draft and final meeting notes from project kickoff meeting
- Monthly invoices
- Monthly progress reports

Task 2.2 – Public Education and Outreach Support

Herrera will coordinate with EnviroIssues and the City to evaluate the effectiveness of the behavior change campaign from the 2019-2024 Phase II Permit. This may occur through survey, interviews, and other engagement of citywide utility customers and past pilot program participants. Evaluation may also include review of best practices from similar campaigns in the region. The behavior change campaign evaluation will be documented in a report, which will include:

- The changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy
- Any planned or recommended changes to the campaign in order to be more effective, including a description of the strategies and process to achieve the program's goals

Based on the recommendations in the behavior change campaign evaluation report and discussion with the City, Herrera and EnviroIssues will develop a behavior change campaign and strategy evaluation plan. This plan will follow social marketing practices and methods to tailor the campaign to the community, and develop a strategy and schedule to:

- More effectively implement the existing behavior change campaign,
- Expand the existing behavior change campaign to a new priority audience or best management practices (BMPs), or
- Choose a new priority audience and BMP behavior change campaign.

EnviroIssues and Herrera will present up to three campaign concepts for consideration by the City, including components and estimates of effort; a preferred concept will be advanced to a draft and final campaign and strategy evaluation plan to guide the future campaign implementation and evaluation.

SCOPE OF WORK

Assumptions

- Two short (1-hour or less) conference calls will be scheduled with Herrera staff, EnviroIssues staff, and City staff to discuss the existing behavior change campaign and upcoming strategy.
- The behavior change campaign evaluation report does not need to be submitted to Ecology, but will be included with the March 2026 annual report submittal.
- The updated behavior change campaign and strategy evaluation plan should be included with the March 2026 annual report submittal to Ecology.
- Implementation of the behavior change campaign is not included in this scope of work since the level of effort is currently unknown (until the updated behavior change campaign and strategy evaluation plan has been completed), but can be added to the Phase 3 scope of work.

Deliverables

- Draft and final behavior change campaign evaluation report (Word/Excel and PDF)
- Draft and final updated behavior change campaign and strategy evaluation plan (Word and PDF)

Task 3.2 – Stormwater Program Updates

Subtask 3.2.1 – Outfall Mapping

Herrera will coordinate with the City's GIS staff to implement the new outfall mapping requirements. This includes updating the locations, sizes, and materials, of all known municipal separate storm sewer (MS4) outfalls according to the standard templates and format provided in the Annual Report no later than March 31, 2026 and delineating outfall tributary basins by December 31, 2026 (prior to the Ecology deadline of March 31, 2028).

Assumptions

- The City's GIS staff will coordinate with Herrera's GIS staff on Subtask 3.2.1. The City will provide locations of existing stormwater treatment and flow control BMPs/facilities owned or operated by the City.
- Subtask 3.2.1 does not include any field verification of outfall pipe diameters or materials. Herrera staff will provide the City with a list of outfalls where additional data or data verification is needed. City staff will support filling in this missing data as needed.

SCOPE OF WORK

Deliverables

- Draft table of outfalls/discharge points with data gaps (Microsoft Excel)
- Updated outfall/discharge point information (ESRI geodatabase)
- Delineated outfall/discharge point drainage basins (ESRI geodatabase and PDF figure)
- Draft table summarizing the outfall/discharge point drainage basins and quantifying estimated acres managed or unmanaged by stormwater treatment and flow control BMPs/facilities owned or operated by the City.

Subtask 3.2.2 – Overburdened Community Mapping

Herrera will coordinate with the City's GIS staff to document methods used to identify overburdened communities no later than December 31, 2026. Herrera will also coordinate with the City GIS staff to map overburdened communities in relation to stormwater treatment and flow control BMPs/facilities, outfalls, discharge points, and tree canopy on City-owned or operated properties by December 31, 2026 (prior to the Ecology deadline of December 31, 2028).

Assumptions

- The City's GIS staff will coordinate with Herrera's GIS staff on Subtask 3.2.2.
- The City will provide tree canopy mapping that has already been completed.
- Subtask 3.2.2 does not include any field verification.

Deliverables

- Draft and final technical memorandum summarizing overburdened community mapping approach (Microsoft Word and PDF)
- Overburdened community map in relation to stormwater treatment and flow control BMPs/facilities, outfalls, discharge points, and tree canopy on City-owned or operated properties (ESRI geodatabase and PDF figure)

SCOPE OF WORK

Project Schedule

| Task | Deliverable/Meeting | Timeline ^a |
|--|---|-----------------------|
| Task 1.2 – Project Management/Contract Administration | | |
| | Phase 2 project kickoff meeting | May 2025 (TBD) |
| | Monthly invoices and progress reports | May 2025 – Dec. 2026 |
| Task 2.2 – Public Education and Outreach Support | | |
| | Meet with the City to discuss the behavior change program | May 2025 (TBD) |
| | Draft behavior change campaign evaluation report | June 30, 2025 |
| | Final behavior change campaign evaluation report | July 31, 2025 |
| | Meet with the City to discuss the updated behavior change strategy | Aug. 2025 (TBD) |
| | Draft updated behavior change campaign and strategy evaluation plan | Aug. 15, 2025 |
| | Final updated behavior change campaign and strategy evaluation plan | Aug. 29, 2025 |
| Task 3.2 – Stormwater Program Updates | | |
| Subtask 3.2.1 – Outfall Mapping | List of outfalls/discharge points with data gaps | January 16, 2026 |
| | Geodatabase with updated outfall/discharge points | March 13, 2026 |
| | Geodatabase with delineated outfall/discharge point drainage basins | May 29, 2026 |
| | Draft table summarizing the outfall/discharge point drainage basins and quantifying estimated acres managed/unmanaged | May 29, 2026 |
| Subtask 3.2.2 – Overburdened Community Mapping | Draft overburdened community mapping approach technical memorandum | Sept. 25, 2026 |
| | Final overburdened community mapping approach technical memorandum | Nov. 20, 2026 |
| | Overburdened community map in relation to stormwater BMPs/facilities, outfalls, discharge points, and tree canopy | Dec. 18, 2026 |
| | Geodatabase with overburdened community data | Dec. 18, 2026 |

TBD: to be determined

^a The proposed project timeline assumes that the notice to proceed will be issued on **April 30, 2025** or sooner.

Exhibit B



Cost Estimate for
Herrera Project No.

City of Snoqualmie 2024-2029 NPDES Stormwater Permit Support - Phase 2
15-06159-007

4/24/2025

Task No.

Herrera Labor based on: Burdened Labor Rates

| | | | 1.2 | 2.2 | 3.2 | Total |
|--|---------------------------------|---------------------------|--------------------|---------------------------------------|----------------------------|----------|
| | | | Project Management | Public Education and Outreach Support | Stormwater Program Updates | |
| Schedule | | | 4/30/2025 | 4/30/2025 | 6/1/2025 | |
| | | | Task Start Date | Task End Date | Task End Date | |
| | | | 12/31/2026 | 8/30/2025 | 12/31/2026 | |
| Staff | Labor Category | 2025 Burdened Labor Rates | | | | |
| Lenth, John | Scientist VIII / Vice President | \$355.22 | 0 | 0 | 2 | 2 |
| Schmidt, Jennifer | GIS Analyst VII | \$291.08 | 1 | 0 | 24 | 25 |
| Dugopolski, Rebecca | Engineer VI | \$288.44 | 22 | 12 | 0 | 34 |
| Johnson, Rachel | Engineer IV | \$195.64 | 2 | 18 | 0 | 20 |
| Packard, Whitney | Engineer I | \$128.42 | 1 | 0 | 0 | 1 |
| Stebbing, Rebecca | GIS Analyst II | \$135.06 | 1 | 0 | 76 | 77 |
| Jackowich, Pamela | Administrative Coordinator IV | \$148.86 | 0 | 0 | 4 | 4 |
| Maloof, Charles | Project Accountant III | \$141.91 | 10 | 0 | 0 | 10 |
| Total Hours per Task | | | 37 | 30 | 106 | 173 |
| Subtotal Labor | | | \$8,711 | \$6,983 | \$18,556 | \$34,250 |
| Subtotal Herrera Labor | | | \$8,711 | \$6,983 | \$18,556 | \$34,250 |
| 5% Escalation on Herrera Labor in 2026 | | | \$218 | \$0 | \$464 | \$682 |
| Escalated Subtotal Herrera Labor | | | \$8,928 | \$6,983 | \$19,020 | \$34,932 |

Subconsultants

| Subconsultant | | | | |
|-----------------------------|-----|----------|-----|----------|
| EnviroIssues | \$0 | \$32,688 | \$0 | \$32,688 |
| 3% Fee on Subconsultants | \$0 | \$981 | \$0 | \$981 |
| Subtotal Subconsultant Cost | \$0 | \$33,669 | \$0 | \$33,669 |

| | | | | |
|----------------|---------|----------|----------|----------|
| Grand Subtotal | \$8,928 | \$40,651 | \$19,020 | \$68,600 |
| Grand Total | | | | \$68,600 |

Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.