

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

NUTRIENT REDUCTION ENHANCED MAINTENANCE PLAN

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2025, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Herrera Environmental Consultants, Inc., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than April 1, 2025, and shall be completed no later than December 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **ONE HUNDRED NINETY THOUSAND FIVE HUNDRED SIXTY-ONE AND 00/100 DOLLARS** (\$190,561.00) as reflected in Exhibit B, Cost Estimate.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or

representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S

indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, except professional liability, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent

of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

12. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "C".

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Herrera Environmental Consultants
2200 6th Ave, Suite 1100
Seattle, WA 98121
Tax ID #: 911-329-346
Phone No. 971-200-8879

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name:
Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney
STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____

CITY OF TUMWATER NUTRIENT REDUCTION ENHANCED MAINTENANCE PLAN

On January 24, 2025, the City of Tumwater (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to develop an Enhanced Maintenance Plan (EMP) focused on nutrient reduction in accordance with the grant agreement between the City and the Washington State Department of Ecology (Ecology). The grant was received to help inform the City's future operational approach to stormwater management with the overall goal of improving water quality by removing sediment and pollutants from roadway runoff. The project also includes support with mapping and street sweeping requirements in the National Pollutant Discharge Elimination System Phase II municipal stormwater permit (NPDES Phase II Permit). This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with the following tasks for this project:

- Task 1 – Project Management
- Task 2 – Data Collection, Literature Review, and Needs Assessment
- Task 3 – Spatial Analysis
- Task 4 – Enhanced Maintenance Plan

Task 1 – Project Management

Herrera will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City project manager (Dave Kangiser). Herrera's project manager (Rebecca Dugopolski) and contract manager will have phone and e-mail contact with the City project manager and other City representatives on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes regular check-in meetings between the Herrera and City project manager. The regular meetings will be the primary forum for discussing schedule and budget status, additional information needs, and to identify and address any emerging or ongoing concerns. These regular meetings are in addition to task-specific meetings outlined in other tasks.

Herrera's project manager will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City.

Assumptions

- The project kickoff meeting will be virtual (conducted using Microsoft Teams).

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- Project management check-in meetings will be scheduled on a bi-weekly basis. Meetings will be virtual (conducted using Microsoft Teams or a conference call) and will last up to 30 minutes.
- Herrera will set up a shared electronic folder (SharePoint site) for sharing electronic files and deliverables.

Deliverables

- Draft and revised (as needed) project schedule (PDF)
- Monthly progress reports and invoices (PDF)
- Link and access to a shared electronic folder (SharePoint)

Task 2 – Data Collection, Literature Review, and Needs Assessment

Subtask 2.1 – Existing Data Collection

Herrera will coordinate with the City's project manager and other City staff to gather and evaluate applicable data, reports, GIS mapping, and financial information. Herrera will compile a list of requested materials and will coordinate with the City to obtain this information. Following the data review, a list of additional requests will be prepared, and potential gaps will be identified. All of this information, along with the NPDES Phase II Permit and the "Budd Inlet Dissolved Oxygen Total Maximum Daily Load (TMDL) Water Quality Improvement Report and Implementation Plan," will be used to develop a foundation for the subsequent tasks.

Subtask 2.2 – Literature Review

Herrera will compile and review local, regional, and national literature focusing on potential sources of nitrogen (in the forms of total nitrogen (TN) and dissolved inorganic nitrogen (DIN)) and carbon (in the forms of total organic carbon (TOC) and biological oxygen demand (BOD₅)) that contribute to dissolved oxygen impairments. This task will also involve reviewing stormwater best management practice (BMP) effectiveness and City operations and maintenance (O&M) documents, focusing on activities that are related to the management of these nutrients. The findings from the literature review will be used to develop the nutrient loading analysis in Task 3. A brief summary of relevant findings and data will be shared with the City for review during this subtask, but formal summary documentation will be integrated into the Subtask 3.1 technical memorandum.

Subtask 2.3 – Define Stormwater Maintenance and Outreach Program Needs

A kickoff workshop will be held with City staff familiar with stormwater maintenance, outreach, and the Budd Inlet TMDL. This workshop will help establish a mutual understanding of the City's stormwater maintenance and outreach program needs and will cover topics such as catch basin and conveyance

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maintenance, street sweeping, illicit discharge detection and elimination (IDDE), proper disposal of pet waste, and other relevant topics. Herrera will develop a questionnaire for City staff to complete before the workshop to guide the discussion.

Subtask 2.4 – Data Gaps and Needs Assessment

Following the workshop, Herrera will develop a detailed set of matrices that address the Budd Inlet TMDL requirements and portions of the City's stormwater maintenance and outreach program that go above and beyond the Budd Inlet TMDL requirements. These recommendations may include additional street sweeping or education and outreach campaigns outside of the Budd Inlet watershed. There will most likely be multiple iterations of these recommendations as Herrera works with the City to develop an optimal set of recommendations for the City's stormwater maintenance and outreach program to incorporate into the EMP (Task 4).

Assumptions

- The City will provide the requested information or will direct Herrera to readily available electronic data sources as appropriate.
- Up to 2 Herrera team members will participate in a virtual workshop with City staff. One workshop is assumed, lasting 2-3 hours long.
- The City will identify and invite O&M staff from Public Works, Parks and Recreation, and Tumwater Valley Golf Course as appropriate to participate in the virtual workshop.
- The City will review and provide consolidated feedback to a workshop questionnaire provided by Herrera.
- Up to 2 virtual follow-up meetings will be scheduled with specific City and Herrera staff to discuss different aspects of the stormwater maintenance program (that will be evaluated for this subtask) in more detail.
- Herrera will develop draft workshop/meeting notes, summarizing the discussion during the workshop and subsequent follow-up meetings.
- This task does not include assistance with code amendments, policy updates, or design standard updates necessary to implement new programs (if applicable) or to meet new Phase II permit requirements.

Deliverables

- E-mail communication identifying data gaps and requesting additional data (if needed) for Subtask 2.1
- E-mail communication briefly summarizing literature review findings for Subtask 2.2
- Draft and final workshop agenda for Subtask 2.3 (Word)

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- Draft and final questionnaire for City staff for Subtask 2.3 (Word)
- Draft and final workshop/meeting notes for Subtask 2.3 (Word)
- Draft and final current activities matrices for Subtask 2.4 (Word and PDF)

Task 3 – Spatial Analysis

Subtask 3.1 – Nutrient Loading Analysis of Receiving Waters within the Budd Inlet Watershed

Herrera will perform a spatial analysis to identify and prioritize areas with high nutrient loading from the municipal separate storm sewer system (MS4). This analysis will leverage the data compiled under Subtask 2.1 (e.g., land use data, existing municipal and private-owned/operated BMPs that provide nutrient management, monitoring data [e.g., S8.D Municipal Stormwater Phase I Permit outfall data, Thurston County Water Quality Program data]) to develop a “wash off” model for predicting nutrient loadings from various land uses throughout the City.

As a first step in this analysis, Herrera will determine the portion of the Budd Inlet watershed that is located within the city limits. We will then group GIS land use data into broad categories and use unit-area loading rates extrapolated from the S8.D outfall data and other local data sources to estimate the watershed-total load for the City’s portion of the Budd Inlet watershed. This load estimate will be calculated by multiplying unit-area loading rates for each parameter and land use, by the area represented by that land use in each watershed (i.e., high density residential, low density residential, commercial, industrial, and roadways).

Herrera will coordinate with the City to determine the most appropriate scale to aggregate the calculated loads to (i.e., subwatershed, reach, other) and the highest load estimates within those areas will be used to determine high priority areas for siting stormwater retrofits.

Based on the findings from Subtask 2.2 and the highest load estimates described above, Herrera will highlight potential locations that could be considered for stormwater retrofits under other City and regional planning efforts and for targeting non-structural program recommendations in Subtask 2.3 to meet requirements of the Budd Inlet TMDL. Herrera will summarize the work completed in this subtask in a technical memorandum that documents the literature review from Subtask 2.2 and procedures used for the nutrient loading analysis to identify high priority areas for stormwater program investments.

Subtask 3.2 – Regulatory Mapping Requirements

To support the City with mapping requirements related to the NPDES Phase II Permit, Herrera will expand upon the outfall data previously collected as part of the Trosper Lake Stormwater Management Action Plan (SMAP) and additional data compiled as part of Task 2 to develop an initial list of known outfalls and discharge points. Herrera will conduct a desktop review of outfalls and discharge points with a 24-inch

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nominal diameter or larger (or an equivalent cross-sectional area for non-piped systems), including tributary conveyance types, materials, and sizes.

Based on this desktop review, Herrera will document the outfalls and discharge points that need additional data or data verification. Once the data is verified by the City, Herrera will develop drainage areas for each outfall and discharge point and assign respective land use designations based on the Land Use element of the City's Comprehensive Plan. Herrera will summarize the work completed in this subtask in a technical report that documents the procedures used to collect and update the data, as well as the methodology to map and assess the acreage of the associated drainage areas. At the end of this subtask, Herrera will transfer a geodatabase of the known outfalls, discharge points, and delineated drainage areas to the City.

Assumptions

- The City will provide the requested information or will direct Herrera to readily available electronic data sources as appropriate.
- Two virtual working meetings will be scheduled with the City (up to 1 hour each) to present initial findings and to address any questions.
- Meeting notes will not be prepared for the working meetings, but a list of action items will be developed (if needed) following each meeting.
- Potential stormwater retrofit locations will be highlighted as part of Subtask 3.1, but feasibility of specific stormwater retrofits (e.g., vaults, bioretention, etc.) will not be evaluated as part of this subtask.
- No field work to verify potential stormwater retrofit locations, outfall locations, or outfall attributes is scoped under this task.

Deliverables

- Draft web map of high priority areas for Subtask 3.1
- Draft technical memorandum for Subtask 3.1 (Word)
- Final technical memorandum for Subtask 3.1 (Word and PDF)
- Draft web map of known outfalls, discharge points, and delineated drainage areas for Subtask 3.2
- Draft technical report for Subtask 3.2 (Word)
- Final technical report for Subtask 3.2 (Word and PDF)
- Geodatabase files of known outfalls, discharge points, and delineated drainage areas for Subtask 3.2

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Task 4 – Enhanced Maintenance Plan

Utilizing the information gathered and recommendations made in Task 2, Herrera will work with the City to develop an EMP that addresses the following topics:

- Introduction/overview
- EMP objectives and priorities
- Existing maintenance program
- Proposed enhanced maintenance program
- Recommendations

Introduction/Overview

Herrera will review the City's receiving water assessment, receiving water prioritization, and SMAPs to develop a summary of waterbodies that receive water from the City's MS4. This summary will include an estimate of the pollutant loading contributed by the City's MS4 and water quality improvement goals for each waterbody.

EMP Objectives and Priorities

Herrera will coordinate with the City to develop and document objectives and priorities for the EMP.

Existing Maintenance Program

Herrera will develop a description of the City's existing maintenance program based on the current activities matrices prepared for Subtask 2.4. The description of the existing maintenance program is anticipated to include the following components per the City's grant agreement with Ecology:

- Description of existing maintenance program
- Description of how existing maintenance resources are prioritized
- Estimate of the total cost to implement the existing maintenance program (including labor, training, disposal, equipment maintenance, and replacement costs)
- Method used to evaluate and assess the existing maintenance program related to the goals and priorities
- Location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods
- Identification of equipment needed to implement the existing maintenance program
- Estimate of the water quality benefits that the current maintenance program provides (focusing on TN, DIN, TOC, and BOD₅ in the Budd Inlet watershed).

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Proposed Enhanced Maintenance Program

Herrera will develop a description of the City's proposed enhanced maintenance program based on recommendations from Task 2. The description of the proposed maintenance program is anticipated to include the following components per the City's grant agreement with Ecology:

- Description of proposed enhanced maintenance program
- Description of alternatives (i.e., non-structural program recommendations) being considered
- Criteria used to evaluate alternatives including cost and water quality benefit (focusing on TN, DIN, TOC, and BOD5 in the Budd Inlet watershed)
- Estimate of the total cost to implement the proposed enhanced maintenance program (including labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements)
- Evaluation of equipment purchasing approach (purchasing, renting, or leasing)
- Location and frequency of enhanced maintenance efforts, data collection and analysis methods
- Identification of equipment and staffing needed to implement the enhanced maintenance program
- Frequency of program assessment including adaptive management

Recommendations

The recommendations section of the EMP will be developed based on recommendations from Task 2. The recommendations are anticipated to include the following:

- Implementation schedule (short-term and long-term)
- Description of available funding
- Proposed evaluation and performance measures

Assumptions

- Two virtual working meetings will be scheduled with the City (up to 1 hour each) to develop the draft and revised draft EMP objectives and priorities.
- Meeting notes will not be prepared for the working meetings, but a list of action items will be developed (if needed) following each meeting.
- The draft EMP will be reviewed by the City. The revised draft EMP will be reviewed by Ecology (per the City's grant agreement with Ecology).
- The City will be responsible for posting the revised draft and final EMP to EAGL for Ecology's review.
- Ecology will provide an acceptance letter once their review of the EMP has been completed.

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- This task includes a total of 6 conference calls (up to 1 hour each) for project coordination.

Deliverables

- Annotated EMP outline (Microsoft Word)
- Draft and revised draft objectives and priorities (Word)
- Draft (Internal Review Draft), revised draft (Ecology Review Draft), and final EMP (Microsoft Word and PDF)
- Responses to Ecology's comments on the revised draft EMP (Microsoft Excel or Microsoft Word)

SCOPE OF WORK

Project Schedule

Task/Subtask	Deliverable/Meeting	Timeline ^a
Task 1 – Project Management		
	Project kickoff meeting	Apr. 2025 (TBD)
	Bi-weekly project management check-in meetings	Apr. 2025 – Jun. 2026
	Draft project schedule	Apr. 30, 2025
	Revised project schedule	May 14, 2025
	Monthly invoices and progress reports	Apr. 2025 – Jun. 2026
Task 2 – Data Collection, Literature Review, and Needs Assessment		
Subtask 2.1 – Existing Data Collection	E-mail communication identifying data gaps and requesting additional data	May 30, 2025
Subtask 2.2 – Literature Review	E-mail communication briefly summarizing literature review findings	May 30, 2025
Subtask 2.3 – Define Stormwater Maintenance and Outreach Program Needs	Draft workshop agenda and questionnaire	May 2, 2025
	Final workshop agenda and questionnaire	May 9, 2025
	Workshop	May 2025 (TBD)
	Draft workshop notes	1 week after workshop
	Final workshop notes	2 weeks after workshop
	Follow-up meeting #1	June 2025 (TBD)
	Follow-up meeting #1 notes	1 week after meeting
	Follow-up meeting #2	July 2025 (TBD)
	Follow-up meeting #2 notes	1 week after meeting
Subtask 2.4 – Data Gaps and Needs Assessment	Draft current activities matrices	July 25, 2025
	Final current activities matrices	Sept. 30, 2025
Task 3 – Spatial Analysis		
Subtask 3.1 – Nutrient Loading Analysis of Receiving Waters within the Budd Inlet Watershed	Draft web map of high priority areas and potential stormwater retrofit locations	Oct. 31, 2025
	Draft technical memorandum	Oct. 31, 2025
	Final technical memorandum	Dec. 19, 2025
	Final web map of high priority areas and potential stormwater retrofit locations and geodatabase files	Dec. 31, 2025
Subtask 3.2 – Regulatory Mapping Requirements	Draft web map showing known outfalls, discharge points, and delineated drainage areas	May 30, 2025
	Draft technical report	May 30, 2025
	Final technical report	June 30, 2025
	Geodatabase files of known outfalls, discharge points, and delineated drainage areas	June 30, 2025

SCOPE OF WORK

Task/Subtask	Deliverable/Meeting	Timeline ^a
Task 4 – Enhanced Maintenance Plan		
	Conference call #1	Nov 2025 (TBD)
	Annotated outline	Dec. 2025 (TBD)
	Draft objectives and priorities	Dec. 2025 (TBD)
	Virtual working meeting #1	Jan. 2026 (TBD)
	Revised draft objectives and priorities	Jan. 2026 (TBD)
	Virtual working meeting #2	Feb. 2026 (TBD)
	Conference call #2	Mar. 2026 (TBD)
	Conference call #3	Mar. 2026 (TBD)
	Draft EMP	Apr. 1, 2026
	Conference call #4	Apr 2026 (TBD)
	Revised draft EMP	Apr 2026 (TBD)
	Conference call #5	May 2026 (TBD)
	Conference call #6	Jun. 2026 (TBD)
	Responses to Ecology’s comments on the revised draft EMP	Jun. 30, 2026
	Final EMP	Jun. 30, 2026

TBD: to be determined

^a The proposed project timeline assumes that the notice to proceed will be issued in mid-April 2025.

Exhibit B



Cost Estimate for City of Tumwater Nutrient Reduction Enhanced Maintenance Plan
 Herrera Project No. 25-08608-000

3/4/2025

			Task No.					Total
			1	2	3	4	5	
			Project Management	Data Collection, Literature Review, and Needs Assessment	Spatial Analysis	Enhanced Maintenance Plan	Contingency	
Herrera Labor based on:	Burdened Labor Rates							
Schedule	Task Start Date		3/25/2025	3/25/2025	3/25/2025	12/1/2025	3/25/2025	
	Task End Date		12/31/2026	9/30/2025	1/30/2026	9/30/2026	12/31/2026	
Staff	Labor Category	2025 Burdened Labor Rates						
Lenth, John	Scientist VIII / Vice President	\$355.22	0	3	0	5	0	8
Busiek, Brian	Engineer VI	\$285.43	0	3	30	10	0	43
Schmidt, Jennifer	GIS Analyst VII	\$291.08	0	2	52	6	0	60
Dugopolski, Rebecca	Engineer VI	\$288.44	50	26	24	46	0	146
Chechanover, Julianne	Engineer III	\$178.35	16	28	0	110	0	154
Johnson, Rachel	Engineer IV	\$195.64	8	42	22	58	0	130
Bruneau, Julia	Engineer II	\$139.96	2	26	16	58	0	102
Packard, Whitney	Engineer I	\$128.42	0	54	14	0	0	68
Stebbing, Rebecca	GIS Analyst II	\$135.06	0	6	138	60	0	204
Jackowich, Pamela	Administrative Coordinator IV	\$148.86	0	4	12	20	0	36
Malooof, Charles	Project Accountant III	\$141.91	21	0	0	0	0	21
Total Hours per Task			97	194	308	373	0	972
Subtotal Labor			\$22,101	\$35,193	\$59,388	\$69,809	\$0	\$186,491
Subtotal Herrera Labor			\$22,101	\$35,193	\$59,388	\$69,809	\$0	\$186,491
5%	Escalation on Herrera Labor in 2026		\$631	\$0	\$297	\$3,141	\$0	\$4,070
Escalated Subtotal Herrera Labor			\$22,732	\$35,193	\$59,685	\$72,950	\$0	\$190,561
Grand Subtotal			\$22,732	\$35,193	\$59,685	\$72,950	\$0	\$190,561
Grand Total								\$190,561

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

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;

B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;

C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;

D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;

2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;

4. The contractor is a public entity;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)