



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Sherry Edquid, Project Manager**  
 CC: **Mayor McLeod**  
 DATE: **February 23, 2024**  
 SUBJECT: **Enhanced Maintenance Plan**  
**Project No. 72341203**  
**Consultant Selection and Agreement**

### **ISSUE**

Request to approve a consultant contract with Herrera, Inc. to prepare an Enhanced Maintenance Plan (EMP).

### **BACKGROUND**

As part of the 2016 plan developed for the Public Works Shops projects, a decant facility was identified as a potential improvement to the future site. A decant facility is an area where stormwater and sediment typically containing high concentrations of contaminants can be gathered by vactor trucks from catch basins and other stormwater catchment areas, providing a place to separate liquids and solids and properly dispose of them.

In 2023, we received a Washington State Department of Ecology (Ecology) grant that would fund the design of a decant facility. The grant requires us to develop an EMP that demonstrates the need for a decant facility and that it would improve water quality. An EMP is a tool that provides information on total stormwater quality infrastructure and performance costs, and helps local governments prioritize resources based on areas that pose the biggest potential risk to water quality.

In July 2023, Council accepted a grant that funds most of this EMP.

### **DISCUSSION**

In October 2023, the current MRSC Consultant Roster was used to advertise for consultants via email solicitation to 10 potential firms. However, we received no proposals. We contacted and interviewed Hererra, Inc., who is also designing the decant facility and is on the MRSC Consultant Roster. Based on interviews and qualifications, we selected Herrera to proceed with the EMP.

### **FINANCIAL IMPACT**

	<b><u>Project Cost Estimate</u></b>	<b><u>Ecology Grant</u></b>	<b><u>Public Works Shops</u></b>
Herrera, Inc.	\$117,052	\$99,495	\$17,557

### **RECOMMENDATION**

Council is being asked to formally approve a contract with Herrera, Inc. to prepare an Enhanced Maintenance Plan (EMP) in the amount of \$117,052 and consider this item on the Consent Agenda at the March 04, 2024 Regular Meeting.

## PROFESSIONAL SERVICES AGREEMENT

*(Includes consultants, architects, engineers, accountants, and other professional services)*

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and Herrera Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform engineering services in connection with the project titled Enhanced Maintenance Plan (EMP).
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending April 30, 2025, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than April 30, 2025 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$117,052 without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The 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 Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement 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 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 Agreement.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement 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 Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. 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 with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
  - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
  - C. **Other Insurance Provision.** 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 with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
  - 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 Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
  - 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 contract 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.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
  10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
- 12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
- 13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
- 14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
- 15. **Applicable Law; Venue; Attorney’s Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
- 16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- 17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this 13 day of February, 2024.

**\*\* City signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

**\*\* Consultant signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA

CONSULTANT:

\_\_\_\_\_  
Thomas McLeod, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST/AUTHENTICATED:

Title: \_\_\_\_\_

\_\_\_\_\_  
Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## CITY OF TUKWILA ENHANCED MAINTENANCE PLAN

On December 18, 2023, the City of Tukwila (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to develop an Enhanced Maintenance Plan (EMP) in accordance with the grant agreement between the City and the Washington State Department of Ecology (Ecology) 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. 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 – Stormwater Maintenance Program Evaluation
- Task 3 – Enhanced Maintenance Plan (EMP) Development
- Task 4 – Grant Application Assistance
- Task 5 – Contingency

The Herrera team for this project also includes Otak.

### 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 (Sherry Edquid). 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 and subconsultants.

## SCOPE OF WORK

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### Assumptions

- The project kickoff meeting will be virtual (conducted using Microsoft Teams).
- 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 final project schedule (PDF)
- Monthly progress reports and invoices (PDF)
- Link and access to a shared electronic folder (SharePoint)

## Task 2 – Stormwater Maintenance Program Evaluation

The Stormwater Maintenance Program evaluation will start off with a review of the City's existing stormwater maintenance program (including supporting staff, equipment, and funding) conducted by operations and maintenance (O&M) staff in the Public Works and Parks and Recreation departments. In addition to catch basin cleaning, stormwater facility maintenance, and street sweeping, the City would also like to include an evaluation of and recommendations for the City's asset management program (e.g., software, videoing lines, evaluating lines), GIS/mapping, and line cleaning.

### Subtask 2.1 – Data Review

The Herrera team will coordinate with the City's project manager, and other City staff, to gather and evaluate applicable data, reports, maps, and financial information. The Herrera team 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.

### Subtask 2.2 – Define Stormwater Maintenance Program Needs

A kickoff workshop will be held with City O&M staff in the Public Works and Parks and Recreation departments. This workshop will help establish a mutual understanding of the City's maintenance needs between the City and the Herrera team. Herrera will develop a simple questionnaire for City staff to complete before this meeting to guide the workshop discussion.



## SCOPE OF WORK

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### Subtask 2.3 – Research Stormwater Maintenance Programs at Other Jurisdictions

The Herrera team will research stormwater maintenance program (including staffing, equipment, asset management, and line cleaning) implementation by a subset of jurisdictions in Western Washington (up to six) and conduct short interviews with up to three jurisdictions. The Herrera team will prepare a short technical memorandum (10 pages or less) summarizing this research and the proposed recommendation(s) for the City's stormwater maintenance program based on this research.

### Subtask 2.4 – Prepare Data Gaps and Needs Assessment

The Herrera team will use the results of the data review (Subtask 2.1) and workshop (Subtask 2.2) to compare the status of the stormwater maintenance program relative to regulatory drivers and internal City needs and requirements. Herrera will identify gaps in program coverage and work with the City to develop a plan that addresses those gaps. The Herrera team will assess options to address gaps and needs in program coverage; such as additional funding, equipment, staffing, stakeholder concerns, budgetary needs, policy changes or updates, and planning considerations. The Data Gaps and Needs Assessment technical memorandum will document the City's existing stormwater program and identify gaps in the program as defined by the 2019-2024 and draft 2024-2029 National Pollutant Discharge Elimination System (NPDES) Phase II municipal stormwater permit (Phase II permit).

## Assumptions

- The City will provide the requested information for Subtask 2.1 or will direct the Herrera team to readily available electronic data sources as appropriate.
- Up to 2 Herrera team members will participate in an in-person workshop for Subtask 2.2 with City staff. One workshop is assumed, lasting 2-3 hours long.
- The City will identify and invite O&M staff from the Public Works and Parks and Recreation departments to participate in the Subtask 2.2 workshop.
- The City will review a workshop questionnaire for Subtask 2.2, provided by the Herrera team, and provide consolidated feedback to the Herrera team.
- Up to 2 virtual follow-up meetings will be scheduled with specific City and Herrera team staff to discuss different aspects of the stormwater maintenance program (that will be evaluated for this task) in more detail.
- The Herrera team will develop draft workshop/meeting notes, summarizing the discussion during the Subtask 2.2 workshop and subsequent follow-up meetings.
- Interviews conducted for Subtask 2.3 are anticipated to be 10 questions or less and last 30 minutes or less. The Herrera team will coordinate with the City to develop the interview questions and select the jurisdictions that should be interviewed.

## SCOPE OF WORK

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- 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 for Subtask 2.1 (if needed)
- Draft and final workshop agenda for Subtask 2.2 (Word)
- Draft and final questionnaire for City staff for Subtask 2.2 (Word)
- Draft and final workshop notes for Subtask 2.2 (Word)
- Draft and final follow-up meeting notes for Subtask 2.2 (Word)
- Draft and final questions for stormwater maintenance program evaluation for Subtask 2.3 (Word)
- Draft and final stormwater maintenance program summary technical memorandum for Subtask 2.3 (Word and PDF)
- Draft and final gap analysis and needs assessment technical memorandum for Subtask 2.4 (Word and PDF)

## Task 3 – Enhanced Maintenance Plan Development

Utilizing the information gathered and recommendations made in Task 2, the Herrera team 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*

The Herrera team will review the City's receiving water assessment, receiving water prioritization, and Stormwater Management Action Plan (SMAP) to develop a summary of waterbodies that receive water from the City's municipal separate storm sewer system (MS4). This summary will include an estimate of the amount of pollutants contributed by the City's MS4 and water quality improvement goals for each waterbody.

## SCOPE OF WORK

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### *EMP Objectives and Priorities*

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

### *Existing Maintenance Program*

The description of the City's existing maintenance program will be developed based on the gap analysis and technical memorandum 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
- Existing maintenance program goals and priorities
- 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 (formal or informal) 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 maintenance program provides.

### *Proposed Enhanced Maintenance Program*

The description of the City's proposed enhanced maintenance program will be developed based on the gap analysis and technical memorandum prepared for Subtask 2.4. 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
- Proposed enhanced maintenance program goals and priorities
- Description of alternatives being considered
- Criteria used to evaluate alternatives including cost and water quality benefit
- 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

## SCOPE OF WORK

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- Frequency of program assessment including adaptive management

### *Recommendations*

The recommendations section of the EMP will be developed based on the gap analysis and technical memorandum prepared for Subtask 2.4. 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.
- 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.
- This task includes a total of 6 conference calls (up to 1 hour each) for project coordination.

### Deliverables

- 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)

## Task 4 – Grant Application Assistance

This task includes up to 40 hours of assistance with future stormwater grant applications. Assistance may include preparing grant application materials or reviewing grant application materials prepared by others. Grant application materials may include responses to grant application questions and/or preparing supporting documentation such as a detailed budget, schedule, and/or map.

### Assumptions

- Two 1-hour conference calls are anticipated to be scheduled with City staff for this task. One call will be scheduled at the beginning of this task. The second will be scheduled after the draft grant

## SCOPE OF WORK

application materials (or comments on the grant application materials) are provided for City review. Official meeting notes will not be prepared for the City following these meetings, but updates will be integrated into the working draft of the grant application materials.

- Herrera will prepare a Microsoft Word file that includes responses to the grant application questions to facilitate City review.
- The City will be responsible for submitting the final grant application materials prior to the grant application submittal deadline.

## Deliverables

- Draft grant application materials (Word and/or PDF)
- Final grant application materials (Word and/or PDF)

## Task 5 – Contingency

Additional technical needs may potentially arise that are pertinent to the overall scope of services. Examples needs could include:

- Additional interviews for Subtask 2.3
- Additional evaluation related to components of the EMP

Herrera will provide additional services as requested by and authorized by the City, subject to amendment of the approved scope of services. Herrera shall submit a scope of services amendment and corresponding budget estimate for supplemental services not covered in previous tasks as may be requested by the City. The City shall provide written (e-mail) authorization to proceed with any supplemental services prior to any such work being performed by Herrera.

## Deliverables

- To be determined.

## Project Schedule

Task	Deliverable/Meeting	Timeline <sup>a</sup>
<b>Task 1 – Project Management</b>		
	Project kickoff meeting	Mar. 2024 (TBD)
	Bi-weekly project management check-in meetings	Mar. 2024 – Mar. 2025
	Draft project schedule	Mar. 15, 2024
	Final project schedule	Mar. 29, 2024
	Monthly invoices and progress reports	Mar. 2024 – Mar. 2025

## SCOPE OF WORK

Task	Deliverable/Meeting	Timeline <sup>a</sup>
<b>Task 2 – Stormwater Maintenance Program Evaluation</b>		
Subtask 2.1 – Data Review	E-mail communication identifying data gaps and requesting additional data	Apr. 26, 2024
Subtask 2.2 – Define Stormwater Maintenance Program Needs	Draft workshop agenda	Mar. 29, 2024
	Final workshop agenda	Apr. 5, 2024
	Draft questionnaire for City staff	Mar. 29, 2024
	Final questionnaire for City staff	Apr. 5, 2024
	Workshop	Apr. 2024 (TBD)
	Draft workshop notes	1 week after workshop
	Final workshop notes	2 weeks after workshop
	Follow-up meeting #1	May 2024 (TBD)
	Follow-up meeting #1 notes	1 week after meeting
	Follow-up meeting #2	June 2024 (TBD)
	Follow-up meeting #2 notes	1 week after meeting
Subtask 2.3 – Research Stormwater Maintenance Programs at Other Jurisdictions	Draft questions for stormwater maintenance program evaluation	May 3, 2024
	Final questions for stormwater maintenance program evaluation	May 10, 2024
	Conduct interviews	May 2024 (TBD)
	Draft stormwater maintenance program summary technical memorandum	May 31, 2024
	Final stormwater maintenance program summary technical memorandum	June 28, 2024
Subtask 2.4 – Prepare Data Gaps and Needs Assessment	Draft gap analysis and needs assessment technical memorandum	July 26, 2024
	Final gap analysis and needs assessment technical memorandum	Aug. 30, 2024
<b>Task 3 – Enhanced Maintenance Plan (EMP) Development</b>		
	Conference call #1	June 2024 (TBD)
	Draft objectives and priorities	July 12, 2024
	Virtual working meeting #1	July 2024 (TBD)
	Revised draft objectives and priorities	July 31, 2024
	Virtual working meeting #2	Aug. 2024 (TBD)
	Conference call #2	Sept. 2024 (TBD)
	Conference call #3	Oct. 2024 (TBD)
	Draft EMP	Nov. 15, 2024
	Conference call #4	Nov. 2024 (TBD)
	Revised draft EMP	Dec. 20, 2024
	Conference call #5	Jan. 2025 (TBD)

## SCOPE OF WORK

Task	Deliverable/Meeting	Timeline <sup>a</sup>
<b>Task 3 – Enhanced Maintenance Plan (EMP) Development (cont.)</b>		
	Responses to Ecology’s comments on the revised draft EMP	Feb. 14, 2025
	Conference call #6	Mar. 2025 (TBD)
	Final EMP	Mar. 29, 2025
<b>Task 4 – Grant Application Assistance</b>		
	Conference call #1	TBD
	Draft grant application materials	TBD
	Conference call #2	TBD
	Final grant application materials	TBD
<b>Task 5 – Contingency</b>		
	TBD	TBD

TBD: to be determined

<sup>a</sup> The proposed project timeline assumes that the notice to proceed will be issued on March 15, 2024 or sooner.



Cost Estimate for City of Tukwila Enhanced Maintenance Plan  
 Herrera Project No. 23-08291-000  
 2/14/2024

Task No.			1	2	3	4	5	Total
			Project Management	Stormwater Maintenance Program Evaluation	Enhanced Maintenance Plan Development	Grant Application Assistance	Contingency	
Herrera Labor based on:	Burdened Labor Rates							
Schedule	Task Start Date		3/1/2024	3/1/2024	6/1/2024	6/1/2024	3/1/2024	
	Task End Date		3/31/2025	8/1/2024	3/31/2025	3/31/2025	3/31/2025	
Staff	Labor Category	2024 Burdened Labor Rates						
Lenth, John	Scientist VIII (Vice President)	\$343.20	0	0	4	0	0	4
Busiek, Brian	Engineer VI	\$275.77	0	2	10	0	0	12
Alonzo, Bernard	Landscape Architect V	\$207.66	0	0	6	0	0	6
Dugopolski, Rebecca	Engineer VI	\$273.41	28	42	46	4	16	136
Chechanover, Julianne	Engineer II	\$160.68	4	82	70	36	18	210
Brown, Jack	Engineer II	\$150.30	2	17	64	0	18	101
Stebbing, Rebecca	GIS Analyst II	\$128.62	0	6	60	0	0	66
Jackowich, Pamela	Administrative Coordinator IV	\$143.83	0	8	20	0	0	28
Malooof, Charles	Project Accountant III	\$135.81	14	0	0	0	0	14
Total Hours per Task			48	157	280	40	52	577
Subtotal Labor			\$10,500	\$29,688	\$49,414	\$6,878	\$9,972	\$106,452
Subtotal Herrera Labor			\$10,500	\$29,688	\$49,414	\$6,878	\$9,972	\$106,452
5%	Escalation on Herrera Labor in 2025		\$263	\$0	\$1,235	\$344	\$499	\$2,340
Escalated Subtotal Herrera Labor			\$10,763	\$29,688	\$50,649	\$7,222	\$10,471	\$108,792
Subconsultants								
Subconsultant								
Otak			\$0	\$2,000	\$6,000	\$0	\$0	\$8,000
3% Fee on Subconsultants			\$0	\$60	\$180	\$0	\$0	\$240
Subtotal Subconsultant Cost			\$0	\$2,060	\$6,180	\$0	\$0	\$8,240
Travel and Per Diem (PD)								
Item	Unit	Unit Cost						
Auto Use	Mile	\$0.67	0	30	0	0	0	30
Subtotal Per Diem			\$0	\$20	\$0	\$0	\$0	\$20
Subtotal Per Diem, Lab Costs, and ODCs			\$0	\$20	\$0	\$0	\$0	\$20
Grand Subtotal			\$10,763	\$31,768	\$56,829	\$7,222	\$10,471	\$117,052
Grand Total								\$117,052