

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: December 7, 2010

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR STORMWATER DRAINAGE BASIN MANAGEMENT PLANNING**

I. RECOMMENDED ACTION:

Approve the consultant agreement with Herrera Environmental Consultants, Inc. of Seattle, Washington, in the amount of \$387,796 to assist City staff in developing drainage basin management plans (Watershed Action Plans) that will affect the ground and surface water resources in Redmond.

II. DEPARTMENT CONTACT PERSONS:

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Andrew Rheume, Senior Planner	425-556-2741

III. DESCRIPTION:

The core value of environmentally responsible government is consistently expressed by citizens, business owners, and the Redmond Comprehensive Plan. Within the Comprehensive Plan's Natural Environment Element, Watershed Action Plans, or basin plans, are amongst the policies for addressing water quality, stormwater runoff and flooding issues. The Natural Resources Division of Public Works is embarking on a pilot project to develop basin plans for Willows Creek and City Center drainage basins. These plans will focus on how Redmond can most efficiently and effectively operate, retrofit, and manage stormwater and water resources using a holistic watershed approach.

Natural Resources staff initiated a competitive consultant selection process to develop the basins plans. Herrera Environmental Consultants, Inc. was chosen as the most qualified of eight firms that submitted proposals. Their work includes a public process, hydrologic modeling, watershed management strategies, and monitoring. The results of this pilot

project may be applied to the remaining Watershed Management Areas as resources and priorities allow.

This consultant agreement was discussed at the November 4, 2010, Planning and Public Works Committee meeting.

IV. IMPACT:

If approved, the consultant agreement will allow Herrera Environmental Consultants, Inc. to proceed in developing Watershed Action Plans for the Willows and City Center drainage basins. Funding for the agreement (\$357,796) is from the Stormwater Utility.

V. ALTERNATIVES:

The City Council could choose not to approve the consultant agreement. In this case, the development of the drainage basin plans would be delayed.

VI. TIME CONSTRAINTS:

Completion of the drainage basin plans is anticipated by the end of 2011.

VII. LIST OF ATTACHMENTS:

- A. Consultant Agreement

_____/s/
William J. Campbell, Director of Public Works

11/18/10
Date

Approved for Council Agenda _____/s/
John Marchione, Mayor

11/22/10
Date

Consultant Agreement for Architectural, Engineering and Surveying Services

Public Works

<p>PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)</p> <p>Stormwater Drainage Basin Management Planning</p>	<p>WORK DESCRIPTION (reference & list all attached exhibits)</p> <p>Exhibit A = Scope of Work Exhibit B = Payment Schedule Exhibit C = Fee Determination Exhibit D = Subcontracted Work Exhibit E = Title VI Assurance</p>
<p>CONTRACTOR</p> <p>Herrera Environmental Consulting Inc.</p>	<p>CITY PROJECT ADMINISTRATOR (Name, address, phone #)</p> <p>Andrew Rheame City of Redmond 2NPW P.O. Box 97010 Redmond, WA 98073-9710 425-556-2741 ajrheame@redmond.gov</p>
<p>CONTRACTOR CONTACT (Name, address, phone #)</p> <p>Joy Michaud Herrera Environmental Consulting Inc. 2200 Sixth Avenue, Suite 1100 Seattle, WA 98121 360-754-1344</p>	<p>BUDGET OR FUNDING SOURCE</p> <p>Stormwater Utility</p>
<p>FEDERAL ID #</p> <p>91-1329346</p>	<p>MAXIMUM AMOUNT PAYABLE, IF ANY</p> <p>\$ 387,679.00</p>
<p>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</p> <p>50568</p>	<p>COMPLETION DATE</p> <p>December 31, 2011</p>
<p>APPLICANT NAME</p>	<p>APPLICANT CONTACT (Name, address & phone #)</p>

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City of Redmond, standard form**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend

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coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

**V
PAYMENT PROVISIONS**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Payment terms shall be Net 30 days. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**VI
SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

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The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, 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 AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

**IX
TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the

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time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

**XIII
LEGAL RELATIONS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the

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CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

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The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

If applicable, the CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

**XVI
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XVI
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

CITY OF REDMOND

By: _____

By: _____

John Marchione, Mayor

Title: _____

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A: SCOPE OF WORK

City of Redmond Watershed Management Planning

On October 25th 2010, the City of Redmond authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to prepare introductory sections of a city-wide watershed plan as well as to develop more detailed watershed plans for both the Willows and City Center watersheds. Watershed planning templates, a predictive model, and other tasks will be developed for use in developing watershed area plans for the remaining watersheds in the City.

The Watershed Management Planning (WMP) Project will result in a document/plan and a process that will illustrate Redmond's commitment and core value of water resources protection and enhancement. The core value of environmentally responsible government is consistently expressed by citizens, business owners, and the Redmond Comprehensive Plan.

This project, encompassing a plan and process, will focus on how Redmond can most efficiently and effectively operate, retrofit, and progress into the future while intentionally focusing/considering water resource needs and protection as discussed in the Redmond Comprehensive Plan.

The WMP will be intentionally designed to address existing impaired water listings in Redmond, the NPDES Stormwater Permit requirements, and Redmond's commitments in the Chinook Salmon Recovery Plan for the Lake Washington/Cedar/Sammamish Water Resource Inventory Area (WRIA).

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project. Fourteen (14) tasks have been identified for which a description and cost estimate is provided. Two of these tasks are optional and will not be carried out without the consent of the City's project manager.

- Task 1.0 – Project Management
- Task 2.0 – Refine the Plan Outline
- Task 3.0 – Watershed Condition, Description, and Pollutant Source Assessment Sections of the plan
- Task 4.0 – Develop Goals and Objectives of the Watershed Plan
- Task 5.0 – Watershed Planning Process Template
- Task 6.0 – Public Involvement
- Task 7.0 – Water Quality Modeling
- Task 8.0 – Establish watershed area Specific Goals and Objectives
- Task 9.0 – Select Structural and Non-Structural Management Strategies
- Task 10.0 – Implementation Plan
- Task 11.0 – Develop an Effectiveness Monitoring Plan
- Task 12.0 – Produce Watershed Management Plan
- Optional Task 13.0 – QAPP Development
- Optional Task 14.0 – Advanced Geodatabase Functionality

Task 1 – Project Management

Joy Michaud will lead the team, foster cooperation, control progress of the work, and coordinate with the City's project manager (Andy Rheume) to resolve any issues that arise related to scope and contract needs. She will provide the focus for technical decision-making and standards of quality. She will maintain close contact with Herrera's team and the City, providing support from project start through completion. She will be supported by Herrera's contract and accounting staff.

This task covers routine project management activities (i.e., detailed monthly invoices, and brief, one-page progress reports), and general coordination with the City.

Assumptions

- Up to 12 monthly invoices and one-page progress reports
- Bi-weekly phone calls to discuss progress, schedule, and contract. To a large extent these check-ins will occur as part of other project related communications.
- Project schedule and updated project schedules if schedule changes.

Deliverables

Project Schedule, updated when necessary

Invoices with progress reports.

Task 2 – Refine Plan Outline

The City has proposed an outline for the Watershed Management Plan based on the EPA *Handbook for Developing Watershed Plans to Restore our Waters*. We will work with City staff to refine the outline based on information from meetings with the steering committee, review of existing information, and other discussions with City staff in the early stages of this project.

The revised outline will conform to applicable regulations but be tailored to more closely reflect the City's specific concerns and environment. The outline will serve as the framework for the plan and set the boundaries for what will be included. For example, we will discuss additions to Section 6 of the plan that address linkages between land use and pollutants, the linkage of impervious surface to hydrologic change, and the potential linkage of infiltration technologies to groundwater impacts. The outline will be used to assign tasks and provide guidance on the type and quality of information that will be used to create the individual sections of the watershed plan. In addition to describing the general level and type of information expected in each section, the annotation will list information sources (city plans, WRIA plans, and city and stakeholder contacts) and data sources (city databases and others).

Assumptions

- An initial draft of the outline will be developed in coordination with the city's project manager. This draft will be prepared for the City project managers' presentation to the internal steering committee. (Internal steering committee refers to upper level management at the City).
- Herrera will refine the outline as per comments from the internal steering committee.
- After receiving input from the steering committee, city staff will present the refined outline to the three stakeholder groups: which include the regulatory stakeholders, internal stakeholders and the public/tribe, by city staff.
- A final annotated outline will be developed that provides the revised framework and that summarizes the content of each section and the key source(s) of information that will be used to complete each.
- Refinements and additions to the outline will not impact overall level of effort for development of the watershed plan.

Deliverables

Initial Draft and Draft outline

Final annotated outline

Task 3 –Watershed Condition, Description, and Pollution Source Assessment Sections of the Watershed Plan

These sections of the watershed plan will provide background information at a citywide scale. The consultant team will work with the city to discuss content and approach for each of these sections and subsections. City staff will then provide the background information required to complete the sections. This information will be provided as maps, frequency tables, and metadata. Herrera will use this information to produce sections of the Watershed Plan. This will include development of the supporting narrative, and modifications of graphics and data summaries into high quality, people-friendly visuals. (Final editing, formatting and review will occur under Task 12.) Herrera will also provide information for point sources based on recent research and studies we have done for Ecology.

Assumptions

- One conference call specifically related to steps and responsibilities related to development this section of the plan will be held between Herrera staff and the City's project manager. Otherwise, discussions on this section will occur as part of other scheduled meetings/phone calls.

- The City will provide appropriate maps (e.g., watershed boundaries, soils/geology, vegetation, land use/land cover, critical areas, population density) and spatial data summaries for incorporation into the plan.
- The City will provide necessary data or written narrative of general citywide information (e.g., hydrology, climate/precipitation, water resources, protected species, population, economics, watershed conditions, information sources, and pollutant sources).
- Herrera and city staff will identify where there may be more appropriate data sources or where there are clear data gaps. Data readily available to incorporate into the watershed plan will be incorporated by the City as indicated in the previous two bullets.
- Herrera will provide the most current, applicable data (e.g., from our Puget Sound toxics loading study or from the recent City of Redmond water quality study) to the City for their use in describing pollutant loading to land uses.
- City staff will provide a list of existing NPDES permit holders within the city and Herrera will provide results from their recent point source discharge studies to the City for refining NPDES loading estimates.
- Herrera will provide people friendly updatable data summary illustrations.
- Herrera will use a collaborative process with up to six iterations of these Citywide sections as the text and graphics are refined. Herrera will coordinate these changes with the entire project team (city and consultants).
- This task will be approximately 20 to 30 pages in length with associated figures and graphics.
- City staff will review and provide written comments on the plan sections.

Deliverables

Review Draft and Final Draft of Watershed Description, Watershed Condition, Pollutant Source Assessment sections of the Watershed Plan.

Task 4 – Develop Goals and Objectives of the Watershed Management Plan

Herrera's project manager will work directly with the City's project manager to develop an initial list of goals of the overall watershed planning effort. Two key goals for the plan have already been stated: 1: that where applicable the plan meets NPDES requirements, and 2: that the process followed, information collected, and activities recommended, can meet 303(d) impaired waters planning needs. The goals may also include general items such as the need for protection of water resources into the future, as well as more specific goals such as promoting green infrastructure, looking for 'value stacking' opportunities in selection of control strategies, sustainability of City functions and capital investments, and achieving target resource protection or restoration goals as the watershed plans are implemented.

The goals will be discussed and refined with the steering committee. Individual meetings with key stakeholders (e.g. tribes, ecology) will be planned to review these goals and direction and to insure their support for achieving these goals; that is to get concurrence that the process defined and stated goals if successfully carried out will meet 303(d) impaired waters watershed planning needs as well as NPDES requirements.

Assumptions

- Herrera's project manager and the city's project manager will create an initial list of goals for the project.
- City staff will coordinate and schedule a meeting with the internal steering committee to review the goals and objectives.
- The list of goals and the draft outline (Task 3) will be presented and refined at a meeting with the steering committee. City staff will prepare meeting summaries and otherwise communicate direction received from the steering committee to Herrera's project manager.
- The city will provide information on current planning projects and identify where there may be related functions or overlap of interests that require coordination.
- City project manager and Herrera will hold one full day meeting/interview session with internal stake holders. The day will begin with a meeting with all internal stakeholders to provide an overview of the WMP project. This will be followed by individual interviews with key city program staff about the WMP and its effect on their individual aspects of City government. Information from the meetings will be recorded by Herrera as meeting minutes and distributed to internal stakeholders for comment. Comments will be incorporated/addressed and final meeting minutes will be produced.
- Herrera will prepare a questionnaire in advance of the internal stakeholders workshop to solicit input from meeting participants and allow them to prepare for the discussions.
- Additional meetings with members of the internal stakeholder group may be necessary before reaching agreement on strategies; these meetings will be carried out by City staff who will provide final direction to Herrera.
- City staff will meet with regulatory stakeholders to review overall WMP goals and objectives and insure support.
- A final list of prioritized city-wide watershed planning goals will be developed by Herrera using input provided via the stakeholder process.

Deliverables

A questionnaire will be produced for submittal to internal stakeholders

Approved meeting minutes will be produced from the internal stakeholder work shop.

Written narrative of overall watershed planning goals will be developed for inclusion in the Watershed Plan.

Task 5 –Watershed Management Planning Process Template

Development of a template will ensure that as the City undertakes planning for their remaining watershed management areas, the process will be efficient and consistent. This task has been removed from the consultant scope of work and will be completed by City staff. City staff will prepare a template that reflects the approach that was taken during the project. The template will describe the overall process (timing, meetings, public involvement strategy, data collection and analysis), and the process for prioritizing management strategies including the modeling, cost benefit analysis, and green infrastructure prioritization considerations, and the prioritization of strategies based on sequencing and constraints.

Assumptions

- Discussions associated with the template and/or review by Herrera is expected to occur as part of routine meetings or discussions with City staff.

Deliverables

No Herrera deliverables are associated with this task.

Task 6 –Public Involvement

Herrera will facilitate two public works shops. The first will occur in the early phases of the project, in concert with other stake holder process when the WMP framework and goals are being established. The second public work shop will be done toward the end of the project when more specific management strategies and goals are prepared.

Herrera will provide miscellaneous flyers, graphics, and other presentation materials for use in the workshops. It is assumed that most of the material developed will be general in nature and useful to the city for use in all of their watershed management areas. This might include: a graphic of the planning process and adaptive management framework; graphics or narrative displaying how LID features and/or traditional stormwater systems work; information on the modeling process and/or information on the process used for ranking strategies. Visual displays and informative brochures will also be needed that are specific to the individual watershed. This might include: a map of the watershed with key features displayed; visual representation of the modeling results and the impact of implementation of different strategies on pollutant loading.

Assumptions

- Develop 3 graphics associated with the overall watershed planning approach and mount on poster board.
- Develop 4 graphics associated with the specific watershed area (two for each watershed) and mount if appropriate.
- Provide graphics that display modeling approach.
- Develop flyers and other outreach materials for the public meetings.
- Herrera will facilitate and direct two public workshops; one near the beginning of the project (after task 4) to discuss the overall process for development of the WMP and to review WMP goals and objectives and one near the end of the project (after task 9) to provide detail on the watershed management area specific goals and objectives, the implementation plan and other information.
- Herrera will also create summaries from each public meeting that detail issues and support raised in the workshops. All issues and comments will be addressed primarily by city staff and they will provide appropriate documentation.

Deliverables

A maximum of 10 color graphics and 4 one-page flyers for public meetings

Two public meeting summaries describing number of participants and process as well as a summary of; issues, concerns, and support. The meeting summaries will also include responses to comments that will primarily be prepared by the city's project manager.

Two meeting attendance lists

Task 7 – Water Quality Modeling

The consultant team will develop a custom GoldSim model for the hydrology/water quality modeling component of this project. GoldSim was selected for this project because it allows users to cost-effectively perform custom hydrologic and water quality modeling in a framework that supports uncertainty analysis.

For this project, hydrographs will be generated for representative land segment types in the City using the GoldSim model; these hydrographs will be independent of specific catch basins so no assumptions regarding flow routing will be required. Pollutant concentrations will be assigned to the different land segments and used to compute pollutant loads in combination with the hydrographs. Finally, stormwater BMPs of interest to the City will be assigned to specific catchments within the

GoldSim model for predicting pollutant load reductions. Both the pollutant concentration and BMP performance data will be incorporated into the GoldSim model as probability distributions. Monte Carlo simulations will then be performed within the GoldSim model with these probability distributions providing the input data. In this way, uncertainty in the pollutant concentrations and BMP performance data will be reflected in the model output.

The consultant team will build an example model and then meet with the City to have an initial high-level discussion about what elements of the model are of most interest for this project considering existing and future conditions, as well as considering the cost for implementation across the remaining 10 watershed areas. Based on these initial discussions with the City, a number of BMP scenarios will be developed for testing with the GoldSim model. The project team will complete the development of the model, run the required analyses, and produce a technical report that documents the model input data, assumptions, and results from the analyses.

After the project is completed, the consultant team will also provide the City with a “player” for the GoldSim model that was developed for this project. Using a drop-down list within this player, the City will be able to independently select a scenario, run the analysis, and view the pollutant load reductions, the uncertainty related to those reductions, and the cost for implementing the scenario.

Assumptions

- Approximately 8 to 10 pervious land segment types, including 1 impervious, will be defined that are appropriate for describing the conditions within the City. These land segment types will be differentiated by factors such as land use, soil type, vegetation, and slope.
- Up to four different pollutants will be evaluated in connection with the modeling for this project. The project team will coordinate with the City to select the specific pollutants based on existing water quality problems in the City’s receiving water and the availability of concentrations data for these pollutants from different land uses. It is anticipated that these concentration data will be obtained from the city’s ambient monitoring program or recent studies conducted by Herrera (e.g.; Green-Duwamish Watershed Water Quality Assessment; Phase 3 Study of Toxics in Surface Runoff to Puget Sound).
- Up to 10 stormwater BMPs will be evaluated in connection with the modeling for this project. The project team will coordinate with the City to select the specific stormwater BMPs based on work to be performed in other tasks related to this project. Data on pollutant removal efficiencies for these BMPs will be obtained from BMP performance monitoring conducted by Herrera and others within the region; and from national data sources (e.g.; International Stormwater BMP Database).
- Existing and one future build-out condition will be tested for each of the two watershed management areas (City Center and Willows). For each watershed area, three different BMP scenarios will be evaluated to meet target load reductions for the built-out condition. The project team will coordinate with the City to identify specific target load reductions for each pollutant based on work to be performed in other tasks related to this project. More scenario models will be possible but not part of the project scope.

- Herrera will use the City's WWHM3 GIS database and develop a macro to generate input files for GoldSim based on these data. The macro will allow the City to use the model for any area represented by a polygon feature class.
- Herrera will provide one day of training to city staff on the use of the model

Deliverables

Technical report that documents model input data, assumptions, and results from the analyses of different BMP scenarios for each watershed area.

GoldSim player model

Review Draft and Final Drafts of Section 6 of the Watershed Plan

Task 8 – Establish Management Area Specific Goals and Objectives

This task will likely occur at the same time Task 7 occurs; at a minimum, this task will inform Task 7 of the goals for the watershed management area.

The City's selection of two very different watersheds, representing both a less developed and highly urbanized area, is a great way to ensure that the process and templates developed reflect the range of environmental conditions within the City. Pollutant loading reductions, resource conditions, and resource enhancement opportunities will be quite different between the City Center and the Willows Creek Management Areas. This task, as well as steps to define specific problems within each watershed, will provide the foundation for identifying approaches to managing these differences.

Through meetings with City staff and input the city receives from the public we will establish specific goals for each management area. This will include goals for surface and groundwater protection, habitat protection or riparian enhancement, broader ecosystem services, livability, and urban enhancement goals (e.g., species diversity, green space, recreation, air quality, and property values). Using tools including the water quality model and high-level cost-benefit analyses for common strategies, we will derive management area specific and/or land use specific (within watershed management area) qualitative and quantitative objectives associated with the broader watershed goals. For example, a general goal of improving water quality may include quantitative objectives related to targets for phosphorus reduction, specific source control approaches, and tree retention. We will also want to discuss critical or problem areas where additional or different objectives may need to be applied.

After agreement on goals for each watershed area, the consultant team working with the city project manager will develop potential objectives or targets to support each of the priority goals. Where appropriate (i.e., for those goals associated with pollutant loading) we will use modeling results to refine the goals and objectives to insure they are realistic and measurable.

The refined goals and objectives will be reviewed again with the steering committee for internal agreement. Another series of stakeholder meetings will be held to verify with ecology and others

that the goals and targets meet both NPDES and 303(d) planning needs as a non-point source water pollution control plan.

Assumptions

- A tour of the two watershed areas will be scheduled for the consultant team and the city's project manager to observe conditions, specific problem areas, specific critical areas, existing structures and other aspects of the area that will help to inform development of watershed area goals. Data will be collected geographically by the City during or after these field visits to document specifics identified during the field visit.
- The consultant team and the city's project manager will create an initial list of goals for each of the two watershed areas.
- Potential qualitative or quantitative objectives will be defined to support priority goals; including those for critical or problem areas within each watershed.
- Modeling results will be used to optimize objectives against predictions
- City staff will meet with the internal steering committee to review and refine goals and objectives and provide written comments and direction to the consultant team.
- Two finalized lists of prioritized watershed planning goals and objectives for each watershed area (Willows and City Center) will be developed
- Stakeholder group meetings associated with this task are listed under task 9.

Deliverables

Review Draft and Final Draft of Section 7 of the Watershed Plan for Willows

Review Draft and Final Draft of Section 7 of the Watershed Plan for City Center

Task 9 – Select Structural and Non-Structural Management Strategies

This task will build upon the data collection and stakeholder involvement tasks to evaluate strategies the City is currently implementing, as well as additional strategies necessary to achieve management area specific goals. This will include structural strategies, as well as non-structural operational and programmatic strategies. Structural strategies may include retrofit of existing areas with LID or other structural stormwater treatment measures, in-stream habitat projects, or revised requirements for new and redevelopment to address watershed problems or refine existing requirements. Non-structural measures will also be included such as street sweeping, targeted public education and outreach, targeted source control activities, and other stormwater programs.

Herrera and DEA will develop and submit a framework for prioritizing the selected strategies. In coordination with the City, we will create a rating and prioritization tool for evaluating structural and non-structural approaches against a broad spectrum of benefits (e.g., stormwater control, pollution reduction effectiveness, habitat improvement, regulatory compliance, energy, aesthetics, and climate) and concerns (e.g., lifetime costs, groundwater impacts, feasibility of implementation, maintenance requirements, reliability). Once approved by the City, Herrera will use this framework to prioritize and schedule the strategies in order to maximize effectiveness.

Where proposed strategies would require major changes in current operations (e.g., street sweeping, or wide scale LID implementation), we will identify opportunities for phased implementation or incorporate other suggestions from City staff and earlier tasks.

Assumptions

- Through meetings with City staff and in coordination with previous tasks, identify existing management efforts (regulations, programs, plans and structures) already in-place at the City
- Create a table that lists structural and non-structural approaches appropriate to use for meeting the specific objectives identified in Task 8. This table will be annotated to indicate the relative effectiveness of the strategy for meeting the specified objective, and will be developed in conjunction with City staff to identify activities already in-place (or partially in-place) at the City.
- Develop cost-benefit ratings for various watershed goals and implementation concerns for the proposed strategies
- Develop prioritization framework (prioritization tool) for prioritizing the selected strategies against a broad spectrum of costs and benefits, developed in coordination with the City. (This prioritization will reflect the 'gray to green' transition and value stacking opportunities.)
- Meet with the City project manager to review and refine the evaluation framework and discuss additional concerns and constraints. Refine the list of strategies, and cost-benefit ratings, as needed.
- A final ranking of management alternatives will be created that meet the goals for each watershed area
 - The City will provide data on existing program activities pertinent to the watershed goals developed in Task 8.
 - Cost estimates for the strategies will be prepared using existing programmatic and capital unit price information that is agreed upon by the City project manager in advance of preparing the estimates. This will be based primarily on existing data available to the consultant team, plus additional information provided by the City. No new additional research on cost-benefit information is proposed.

- Herrera will prepare for and facilitate the second workshop with the city's internal stakeholder group. At this meeting our findings and selected management strategies will be presented. Herrera staff will record meeting notes for review by internal stakeholders and revise the notes as per comments from the stakeholders.
- A questionnaire will be prepared for delivery to internal stakeholder group members before the workshop to solicit their input and inform the workshop agenda.
- Additional meetings with members of the internal stakeholder group may be necessary before reaching agreement on strategies; these meetings will be carried out by City staff who will provide final direction to Herrera.
- Herrera will attend meetings with the City and Ecology staff to review the management strategies and prioritization process.
- A public workshop associated with completion of this task and other tasks is included under task 6.

Deliverables

Draft and final list of strategies the City is currently implementing, as well as additional strategies under consideration to achieve management area specific goals

A rating and prioritization tool for structural and non-structural strategies

Review Draft and Final Drafts of this section of the Watershed Plan outline prioritization criteria, process and results.

Meeting notes from the internal stakeholder group meeting.

Task 10 Implementation Plan

The implementation plan will provide the strategy, including project sequencing and timing, for carrying out the activities or projects identified during Task 10. The implementation plan will contain schedule and cost information, identify milestones, and tie-in to other scheduled capital improvement and transportation projects/plans in the project areas. Site-specific structural strategies will be evaluated to develop planning level solutions and cost estimates for use in establishing Capital Improvement Program (CIP) input for future City planning. Non-structural strategies will be evaluated against current City programs and regulatory requirements, as well as pending future requirements (e.g., pending updates to the NPDES Municipal permits).

The implementation plan will also include information/ education components, will describe technical and financial needs and will assign responsibilities for implementation of all of the plan

components. The implementation will be linked to the monitoring/evaluation plan developed in Task 12.

The implementation plan will be developed to reinforce an adaptive management approach. The following are key questions that will need to be addressed through assignment of responsibilities, tracking mechanisms, and communication tools:

- ✓ How will progress be tracked and changes to project sequencing be communicated?
- ✓ How often should the plan priorities and schedule for implementation be re-visited?
- ✓ How and when will other City program needs be communicated and re-integrated?
- ✓ How and when will effectiveness monitoring data be reviewed and used to evaluate goal attainment or to evaluate specific project effectiveness?
- ✓ How and when will the water quality model be updated?
- ✓ Who will be responsible for overseeing implementation, for updating the web based document and evaluating watershed plan success?

Our experience with diverse water resource implementation planning is that at a city scale, priorities and funding can change frequently and therefore adaptive management is even more critical. One solution we've developed is to integrate the watershed plans with a simple geodatabase. Because much of the content of the plan can and should be stored in a geodatabase, an interface to this database can serve as a "living plan" that complements the written document.

Since Redmond currently manages watershed and infrastructure data in a geodatabase, Herrera will work with city GIS and Public Works staff to incorporate Watershed Plan-specific information into the existing system, assist with development of data management and display templates, and assist in the development of a process for keeping data current.

The specific data management approach will be solidified after a planning meeting with Redmond to ensure that it is compatible with City of Redmond IT standards, is cost-effective to develop, and is easy to update across additional watershed areas. As more watershed data is available, as management measures are implemented, and as effectiveness monitoring informs changes in the system, this "living plan" can provide City users with the most updated information.

Our approach involves designing and implementing a GIS data management process using the City's existing GIS system that makes incorporating the most current data into maps and planning materials, easy and routine. This might include developing an easy-to-use GIS update procedure that automatically generates updated GIS maps on a scheduled time interval. This will be developed with Redmond IT guidelines in mind, and will be easy to quickly apply to other watershed management areas. This helps with plan implementation, and makes for a more efficient process of tracking and updating watershed information.

Assumptions

- Herrera will coordinate with the city's project manager to develop and agree on an implementation schedule and interim milestones to track implementation
- Herrera's GIS specialist and project manager will meet with city staff early in the project to discuss and demonstrate various levels of geodatabase functionality and opportunities for customization.
- Herrera staff will meet with city IT staff and others to identify opportunities/needs for GIS based data updates
- City of Redmond staff will manage the geodatabase. Herrera will work with city staff to develop data management templates and processes
- Herrera will develop a GIS-based data update system that is compatible with existing IT infrastructure and requirements.
- City staff will discuss the plan with internal and external stakeholders and provide Herrera with a summary of comments and revisions.
- The implementation plan will be developed so as to be easily updatable as new management area plans are generated or as specific modeling needs are identified in smaller geographic areas.

Deliverables

Review Draft and Final Draft of the Implementation Plan (Section 9 in EPA's outline) for Willows

Review Draft and Final Draft of the Implementation Plan (Section 9 in EPA's outline) for City Center

Task 11 Develop an Effectiveness Monitoring Plan

An effectiveness monitoring plan must consider two things: it must result in collection of information that is meaningful for evaluating plan success, and it must be practical to implement. Our plan will consider a list of specific parameters, indicators, and methods that can potentially be used to evaluate success for each of the key goals in the watershed plan. However, we will focus on those that are reliable measures and are cost-effective. The plan will also take into consideration other regional monitoring efforts and opportunities for collaborating.

The effectiveness monitoring plan will include elements associated with changes to channel morphology, hydrologic metrics, water quality, water quality indicators, public outreach, allocation of resources (staffing and budget), and specific program indicators (e.g., tree retention policy).

Assumptions

- An initial list of potential indicators will be created and refined with city staff
- Two review draft effectiveness monitoring plans will be developed, one for each watershed area. These plans will describe a general approach to monitoring or tracking the key indicators and the estimated costs for these efforts. (This will not be a detailed QAPP, but will provide a basic description of what information will be collected and how it will be used to evaluate success.)
- City staff will discuss the plan with internal and external stakeholders and provide Herrera with a summary of comments and revisions.
- Final drafts of the effectiveness monitoring plans will be created based on review comments from city staff and key stakeholders (ecology and tribes)

Deliverables

Review and Final Drafts of Section 12 of the Watershed Plan for Willows

Review and Final Drafts of Section 12 of the Watershed Plan for City Center

Task 12 – Production of Watershed Plan

Both the citywide sections of the watershed plan and the sections provided for the two watershed management areas, need to be compiled into one coherent document. Under this task Herrera will write the executive summary, process description, document overview, WMP team, and public participation descriptions of the watershed plan, as well as format and edit all of the Final Draft sections of the document created during other tasks, to ensure consistency in voice and style.

The watershed plan will primarily be organized following EPA guidance for watershed planning however the intent is that the plan meets other planning needs and commitments, such as those related to Phase II NPDES requirements and the WRIA 8 Cedar Lake Washington Chinook Salmon Recovery Plan. The introduction to the watershed plan will include a section on Integration of Watershed Planning Needs. This section will describe related plans and provide a crosswalk to both NPDES stormwater plan requirements and Chinook Salmon Recovery Plan related items. At a minimum this crosswalk will include a table that lists each of the requirements and indicates the document section where these are met. The watershed plan may also have embedded symbols or icons that indicate to the reader where sections meet other planning needs. The intent is that the watershed plan will eventually be a living, document as described in Task 9.

Assumptions

- Herrera will develop a style guide (fonts, layout, writing standards, formatting, etc) for the plan for city staff review and approval. Style guide will include expansion or place holders for the other management area sections.
- One meeting will be held with city staff specifically to discuss outline, content, style, and format of the watershed plan.
- City staff will provide information on any editorial or writing standards they would like to see included in the final document.
- A second meeting will be held to refine formatting decisions and solicit comments on the initial layout of the draft plan
- Cross walk documentation of NPDES permit requirements, 303(d) commitments, and Chinook Salmon Recovery commitments will be created to allow for easy look up of those portions of the WMP that apply to each of the three regulatory drivers.

Deliverables

A style guide for the plan

Final formatting and editing of an approximately 200 page document, that includes all document sections. (The outline (Task 2) and plan will have place holders for the remaining 10 WMA specific sections.)

Source files for the plan, including word files, excel files, and ArcGIS files.

One color double sided copy of the plan, spiral bound.

PDF of the complete document, with formatting for table of content lookup in Adobe Reader.

Optional Task 13: Detailed QAPP Development

The effectiveness monitoring plan (Task 11) will provide detailed framework for the water quality monitoring portion of the effectiveness monitoring plan. However, eventually a detailed Quality Assurance Project Plan (QAPP) will need to be prepared to document in detail; site selection, site set up, equipment specifications, analytical specifications, method quality objectives, data evaluation techniques, data management needs and other monitoring specifics. This information, in general is too specific for a WMP, however it is required before actual implementation of the monitoring effort. Two QAPPs would be developed under this task; one for stormwater and one for surface water monitoring. The QAPP developed would meet all Ecology requirements for QAPPs.

Optional Task 14: Advanced Geodatabase Functionality

Geodatabase functionality can be expanded and customized to meet the comprehensive data management and tracking goals related to the watershed plan for the City of Redmond. The level at which the City would like this automation could involve additional work than that scoped for Task 10. To insure the City can add additional automation beyond task 10, this optional task is suggested. (Specific database functionality requirements are identified in Task 10, but some additional geodatabase functionality could include:

- User forms and specific project component tracking and reporting. For example, CIP projects might have a specific data table in the geodatabase with a SQL-backed front-end allowing users to enter detailed information about specific projects and generate maps and reports.
- Automated map making and reporting in the GIS environment beyond what was proposed in Task 10
 - Customized editing and reporting functionality
 - Data update procedures and routines beyond those identified in Task 10.

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. Direct Non-Salary Costs

Direct Non-Salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 CFR Part 31.205-46 "Travel Costs". The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Contingencies

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. Maximum Amount Payable

The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. Inspection of Cost Records

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit C

Consultant Fee Determination

Project Name: Watershed Management Planning
Project Number:
Consultant: Herrera Environmental Consultants, Inc.

NEGOTIATED HOURLY RATES

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Slaughterbeck, Carol	24	\$198	\$4,763
Zisette, Rob	24	\$179	4,295
Lenth, John	281	\$176	49,369
Michaud, Joy	527	\$168	88,302
Doberstein, Craig	163	\$169	27,587
Hampden, Julie	62	\$144	8,944
Steinberg, Peter	286	\$106	30,418
Larkin, Mary	16	\$125	2,007
Dugopolski, Rebecca	190	\$106	20,090
Brauer, Neil	744	\$73	54,464
Skelton, Kathryn	61	\$63	3,820
Schmidt, Jennifer	226	\$101	22,720
Rodriguez, Ruben	188	\$66	12,447
Gill, James	69	\$93	6,420
Erickson, Miranda	20	\$93	1,866
Ticeson, Ladonya	124	\$79	9,783
Subtotal:	3,005		\$347,296

REIMBURSABLES

Mileage	500	0.5	\$250
Reproduction (copies, plots, etc.)	333	0.75	\$250
		Subtotal:	\$500

SUBCONSULTANT COSTS (See Exhibit D)

David Evans and Associates		\$10,000
	Subtotal:	\$10,000

TOTAL	\$357,796
CONTINGENCY	30,000
GRAND TOTAL	\$387,796

EXHIBIT D

SUBCONTRACTED WORK

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

<u>SUBCONSULTANT</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
David Evans and Associates	Task 9 of Exhibit A (Strategy Selection)	\$10,000

TOTAL = \$10,000

EXHIBIT E

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in federally assisted programs of the CITY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT.
2. **NON-DISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
5. **SANCTIONS FOR NON-COMPLIANCE:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
6. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.