

# PROFESSIONAL SERVICES AGREEMENT

## BETWEEN

**CITY OF LYNDEN**  
**300 4TH STREET**  
**LYNDEN, WASHINGTON 98264**

**AND**

**WELCH ECOLOGICAL SERVICES**  
**1155 NORTH STATE ST #411**  
**BELLINGHAM, WASHINGTON 98225**

### **SERVICES: NPDES Phase II Stormwater Permit Compliance Support**

**THIS AGREEMENT** combines all understanding between the Parties regarding services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the services described here, as well as payment for such services, shall be on the terms and conditions presented in this Agreement and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section 1 - Relationship of the Parties
- Section 2 - Compensation
- Section 3 - General Provisions
- Section 4 - Scope of Services
- Section 5 - Extent of Agreement

### **SECTION 1: RELATIONSHIP OF THE PARTIES**

The City of Lynden hereby contracts with Welch Ecological Services ("Consultant") to perform the services described in Exhibit A of this Agreement.

This Agreement shall inure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the Parties hereto. The Consultant may use subconsultants and will notify and obtain approval from the City prior to contracting with a subconsultant(s). Any other assignment or transfer of an interest in this Agreement, by either Party, without the written consent of the other shall be void.

### **SECTION 2: COMPENSATION**

Compensation to the Consultant shall be in accordance with the Consultant's budget for the Scope of Work described in Exhibit A.

The budgeted total cost for each requested service shall be a "not to exceed" cost. The City shall pay all the Consultant's invoices in accordance with Section 3.2 of this Agreement.

### **SECTION 3: GENERAL PROVISIONS**

#### **3.1 SERVICES**

The Consultant shall be consultant and advisor to the City and shall not be agent or representative of the City. The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Contract will be in accordance with generally accepted practices.

The Consultant hereby agrees to exercise usual and customary care in efforts to comply with all federal; state and local laws, rules and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

The Consultant makes no other representation or warranty, express or implied.

### **3.2 PAYMENT CONDITIONS**

The City agrees to pay the Consultant on a monthly basis, during the term of the project, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the Project name and number and the services rendered, according to the approved scope of work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

The Consultant will not incur any liability for damages of any type or nature when the performance is stopped as a result of stopping performance of services due to the failure of the City to pay for services rendered.

### **3.3 GENERAL CITY RESPONSIBILITIES**

The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and any circumstances known to the City that would hinder the Consultants performance or make performance by the Consultant more difficult or expensive than would ordinarily be expected. The City shall furnish any required information and services, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services. If the City observes or otherwise becomes aware of any fault or defect in the services performed by the Consultant, the City shall promptly give written notice thereof to the Consultant.

### **3.4 RESPONSIBILITY**

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other consultants under similar circumstances. No other representations to the City, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise. The Consultant shall not accept other tasks, within the City of Lynden, that could be viewed as a conflict of interest.

### **3.5 LIABILITY FOR CLAIMS**

The City shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the Consultant against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the City, its agents, or employees, and the

Consultant, its agents, or employees. Likewise, the Consultant, shall, to the extent of its negligence and/or the negligence of its agents or employees, defend and indemnify the City against any and all liability for personal injury (including death resulting therefrom) or property damage of any kind, sustained by any person and caused by or resulting from the concurrent negligence of the Consultant, its agents, or employees, and the City, its agents, or employees. For purposes of this provision, the City and Consultant agree to waive the statutory immunity under Title 51 of the Revised Code of Washington, and the parties, by this Agreement, certify and warrant that its waiver of statutory immunity was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### 3.6 INDEMNIFICATION

The City agrees that the following language shall be included in any agreement between the City and any third person and/or any third person and fourth person ("Subconsultant") for work of any kind or nature to be performed in connection with the Project, including without limitation, construction services.

"The Consultant shall defend, indemnify, and hold harmless the City and its respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, actions, and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost, or expense:

- (1) Is attributable to bodily injury, sickness, disease, or death or to injury to, or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom or to purely economic loss; and
- (2) Is caused in whole or in part by any negligent act or omission on the part of the Subconsultant, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- (3) It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Consultant and City. The provisions of this section shall survive the expiration or termination of this Agreement."

### 3.7 INSURANCE

The Consultant as co-owner of Welch Ecological Services does not require insurance coverage for claims under the Workmen's Compensation Act and claims for bodily injury, death, or property damage, which might arise from the performance of their services under this Agreement. Limits of liability shall be as follows:

Professional Liability/ Errors & Omissions	\$1,000,000	each occurrence
Professional Liability/Errors & Omissions	\$1,000,000	annual aggregate
Comprehensive General	\$1,000,000	each occurrence
Liability	\$2,000,000	annual aggregate
Automobile Liability	N/A	No commercial vehicles
Worker's Compensation	N/A	No Employees

**The City of Lynden shall be listed as additional insured on all applicable certificates of insurance.** Consultant will provide City with current insurance certificate upon request.

### **3.8 OPPORTUNITY TO REMEDY**

The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services, the City shall notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault, for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of investigating the problem.

### **3.9 CONTRACT TERM AND TERMINATION**

- A. This Agreement shall have a term of one (1) year ("Term"), commencing on January 1, 2024, through December 31, 2024, and may be extended by mutual written agreement of the Parties. Nothing in this section shall prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause as set forth in Section 3.
- B. **Termination Without Cause.** Either Party may, at its sole discretion, terminate this Agreement by giving the other Party a 60-day written Notice of Termination. The City shall pay the Consultant for services rendered under the Scope of Work up to the date such written Notice of Termination is issued, and for such services provided in good faith thereafter up to the effective termination date; provided that, the City shall have the authority to require the Consultant to stop work at any time following issuance of the Notice of Termination by providing such additional written notice.
- C. **Termination with Cause.** If the Consultant fails to perform the Scope of Services in the manner called for in this Agreement, or unreasonably delays, postpones, or abandons performance thereof, or if the Consultant fails to comply with any other provision of this Agreement and fails to correct such noncompliance within five (5) business days of receiving the City's written notice thereof, the City may immediately terminate this Agreement for cause by providing written notice thereof. If payment due from City to Consultant becomes delinquent by more than sixty (60) days, the Consultant may terminate this Agreement.

### **3.10 OWNERSHIP AND USE OF DOCUMENTS**

- A. Drawings, specifications, documents, and electronic files prepared by the Consultant pursuant to this Agreement shall become the property of the City upon final payment to the Consultant. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others for purposes beyond the Scope of Work. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

- B. The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.
- C. The Consultant shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years following its expiration or termination. The Consultant agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

### **3.11 DISPUTE RESOLUTION**

Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 12, "promptly" shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation.

### **3.12 CLAIMS AND DISPUTES**

At the City's request, and only if the City and the Consultant first agree on compensation to the Consultant, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation therefore is agreed.

### **3.13 COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION**

The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees, agents, and subconsultants adhere to this provision.

The Consultant will make positive efforts to utilize small businesses and minority-owned business sources of supplies and services. Efforts will allow these sources the maximum feasible opportunity to compete for sub-agreements and contracts to be performed utilizing federal grant funds.

### **3.14 REFERENCE INFORMATION**

If the Consultant is required by the City to rely upon information provided by or through the City or a third party to perform the Consultant's services, the Consultant shall not be liable for errors or omissions in the Consultant's services caused by errors or omissions in said information.

### **3.15 ADDITIONAL TAXES**

Since the Consultant's costs can be adversely affected through the application of new, additional, or retroactive taxes or charges (for instance, a sales tax on services or a new income tax), amounts due to the Consultant shall be increased equitably to compensate for any additional taxation charges, over those currently in effect, or for taxes retroactively determined to be due on services rendered, or on products delivered by the Consultant to the City.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

### **3.16 SUBCONTRACTING OR ASSIGNMENT.**

The Consultant shall not subcontract or assign any portion of this Agreement beyond what is addressed in the attached Scope of Work without prior written approval of the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made

pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subconsultant(s) or assignees.

**3.17 FORCE MAJEURE.**

Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law, provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

**SECTION 4: SCOPE OF SERVICES**

The Consultant agrees to perform the services requested per the attached Exhibit A Scope of Services.

The Consultant will make every attempt to complete the work within the estimated budget. However, should changes in the Scope of Service require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed.

**SECTION 5: EXTENT OF AGREEMENT**

This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

**SECTION 6: NOTICES**

In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Public Works Director, if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

City of Lynden  
Public Works Director  
300 4<sup>th</sup> Street  
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

Welch Ecological Services LLC  
Karen F. Welch, M.E.M.  
Principal Hydrologist  
1155 North State St. #411  
Bellingham WA 98225







## EXHIBIT A

### **Scope of Work NPDES Phase II Stormwater Permit Compliance Support for the City of Lynden**

Welch Ecological Services, LLC has prepared this Scope of Work to provide compliance support to the City of Lynden for meeting the terms and conditions of its Western Washington Phase II Municipal Stormwater (NPDES) Permit requirements for calendar year 2024. Welch Ecological will work in conjunction with subconsultant Peak Sustainability Group (formerly Kulshan Services, LLC). Also, included in this scope of work is support for tasks related to grant funding opportunities, the industrial stormwater permits for the Lynden Municipal Airport, and the discharge permit for the Wastewater Treatment Plant.

#### **NPDES Phase II Permit Tasks:**

##### **Task 1: Provide support for continuing to develop and implement a Municipal Stormwater Management Program**

Welch Ecological Services will provide support for continued development and implementation of the City of Lynden's municipal stormwater management program (SWMP). The SWMP shall include ongoing tasks for gathering, tracking, maintaining, and using information to evaluate the efficacy of the overall program. This scope outlines tasks associated with completing the requirements of the current permit, effective through July 31, 2024, as well as the 2024 elements pursuant to the next permit issuance which will become effective August 1, 2024 and be authoritative through July 31, 2029. The 2024 tasks will primarily be to keep the developed programs ongoing at the appropriate level and evolving to include the new permit tasks that have been added. Our efforts will remain focused on translating the new permit requirements and laying the foundation for new elements. At the appropriate juncture, established programs have been and will continue to be delegated to City Staff for implementation with oversight by Welch Ecological Services.

We will continue to revise cost tracking procedures. Training of staff on new LID code, IDDE, pollution source control, and O&M procedures will occur through stormwater committee meetings and crew safety meetings. We will work with Whatcom Conservation District and the regional educational group to cover further development of social marketing strategies and effectiveness monitoring. On-call response and compliance documentation will also continue. Additionally, we will continue participation in the North Sound NPDES Coordinators group where pertinent issues regarding the new permit issuance and requirements are often on the agenda.

Welch Ecological will draft the annual Stormwater Management Program report for submittal to Ecology by March 31, 2024. The City will be alerted of due dates for notification of Status & Trends water quality monitoring option and Effectiveness & Source Identification studies options and associated pay-in due dates.

The following sections of this scope detail the tasks by permit element. This scope outlines two additional tasks: providing support for positioning the City for grant funding, and aiding the City on

reporting requirements associated with their industrial stormwater permit at the Airport and discharge permit at the Wastewater Treatment Plant.

**Task 2: Provide support to the City on Stormwater Management Planning**

Support will be provided to the City on continued Stormwater Management Planning including coordination with other NPDES permittees. The main focus of this years' effort will be to document internal coordination with long-range planning efforts especially working with the Planning Department on stormwater elements in the update to the GMA required Comprehensive Plan. Efforts will also capture the state of the short-term actions identified in the Stormwater Management Action Plan (SMAP) for sub-basin #9, the Central Business District.

*Coordinating with long-range plan updates*

Welch Ecological Services will report to Ecology on how planning efforts (Comprehensive Plan, Growth Management, transportation plans etc.) addressed water quality improvements and watershed protection assessments.

*Stormwater Management Action Plan (SMAP)*

Summary reports will document the status of implementation of the completed SMAP. Additional efforts will focus on laying the foundation for the future efforts in Stormwater Management Action Planning. Information will be compiled to inform the decision to either develop a new SMAP for a new selected high priority area or add specific action items, both short-term and long-term, to the existing SMAP for sub-basin #9.

**Task 3: Provide support to the City on Education and Outreach and Public Involvement**

Welch Ecological Services will coordinate with WCD and provide oversight on their tasks developing the education and outreach arm of the Stormwater Management Program. This will include continuing to monitor the efforts already begun and overseeing the development and launching of new campaigns (such as behavior change monitoring, youth programs, and social marketing campaigns, Don't Wait to Inflate). We will work with WCD on the new permit addition of property owners as a new target audience and the educational materials regarding new source control BMPs for PCBs. Welch Ecological will manage the overall extent of their efforts to ensure compliance with and that timelines specified in the permit are met. We will review and submit to Ecology a report on the evaluation and of Behavior Change campaign with the annual report submittal March 31, 2024.

**Task 4: Provide support to the City on Mapping and Documentation**

Welch Ecological Services will provide the City with guidance on new mapping and documentation requirements. We will work with City Staff to make sure mapping of required features are kept up to date. This will include delineating tributary conveyances to all known outfalls 24" or greater and characterizing land use. We will lay the foundation for new mapping requirements including mapping tributary basins to outfalls that have stormwater treatment and flow control BMPs/facilities owned or operated by the permittee. In addition, we will begin to evaluate methods for mapping tree canopy based on available, existing data as this will be required during the new permit term.

**Task 5: Provide support to the City on Illicit Discharge Detection and Elimination**

Welch Ecological Services will provide the City with Illicit Discharge Detection and Elimination (IDDE) support for program implementation and additional program development including spill

response documentation, outfall monitoring, hot spot trending response, tracing sources of illicit discharges, and building on the procedures for eliminating discharges and connections. We will continue to coordinate with Whatcom County, Whatcom Clean Water Program Pollution Identification and Correction Field Staff Team, and Whatcom Conservation District (WCD) on stormwater water quality issues. This includes on-call response, follow up and documentation of spill reports and filing ERTS with Ecology or responding to ERTS referred from Ecology. The program to detect and identify non-stormwater discharges and illicit connections will continue to ensure that the efforts cover the specified level required by the permit and field screening methods will be documented. We will work on code revisions to address the new requirements for emergency firefighting activities and allowable discharges of external building washdown taking into account the new emphasis on PCBs in building materials.

All data collected on spills, illicit discharges, illicit connections will be recorded in Ecology's WQWebIDDE system. Staff training will continue and consultants will employ updated methods using the current IC/ID Ecology approved manual (Herrera and Aspect, 2020).

#### **Task 6: Provide support to the City on Controlling Runoff from New Development, Redevelopment, and Construction Sites**

Welch Ecological Services will provide the City with support on runoff control code revisions to provide clearer regulatory mechanisms for legal authority to inspect stormwater facilities and include Appendix 10 of the 2019 NPDES (and 2024 Permit once adopted). Permit and review new development using procedures as documented in the most current version of Ecology's Stormwater Management Manual for Western Washington (under review currently expected in 2024). City runoff development standards and code revisions will be drafted to continue to encourage Low impact development (LID) techniques and barriers to its use will be identified. The impact of the new permit language specific to roads/ pavement maintenance and underground utility project will be explored. The Engineering Design and Development Standards will be updated as needed to reflect the expected adoption of a new version of the Ecology Stormwater Manual. Staff training will continue.

#### **Task 7: Provide support to the City on Stormwater Management for Existing Development**

The Stormwater Management for Existing Development (SMED) element is a new permit feature. Welch Ecological Services will provide support for developing a program to control or reduce stormwater discharges to waters of the State from areas of existing development. Work will be started to help prioritize the pathway that the City should take to meet the requirement to implement stormwater facility retrofits. Several options will be assessed including implementing strategic stormwater investments identified in the SMAP or identifying opportunistic stormwater investments by leveraging projects outside of the SMAP. A plan will be developed over the next few years to meet the permit assigned "level of effort" as defined as an equivalent acreage of improvements (determined as a function of population). Funding sources and scheduling specifics will be determined over the next few years.

#### **Task 8: Source Control Program for Existing Development**

Welch Ecological Services will provide continued support for implementing the Source Control Program for existing development. We will work with City Staff to continue to develop, document, manage, and implement the standard operating procedures of the program. The first step will be to continue to filter and update the business inventory. The result of the re-assessment will be to

settle on the new count or number of businesses that will require inspections in 2024. Business Inspections will be conducted at a rate equal to 20% of current businesses listed as potential pollutant generating enterprises and 100% of complaints.

The City entered into an interlocal agreement with the Whatcom County Health and Community Services to partner on business inspections as part of the Source Control Program. County Health is under contract with the Department Ecology to perform a Pollutant Prevention Assistance program in Whatcom County and has agreed to conduct source control inspections for a selected set of potential pollutant generating business within the City of Lynden. These inspections will continue to be a component of the City's program.

We will coordinate with City Staff and County Health to meet this target and continue code review and clarification of enforcement policy. We will work with other Whatcom County entities to address regional issues and share resources and lessons learned with particular emphasis on a regional approach to addressing pollutant generation from and inspection of mobile businesses. Recordkeeping of the Business Inspection program will be a priority. City staff will be trained and certified on source control inspection methods and BMPs.

**Task 9: Provide support to the City on Operations and Maintenance Stormwater Protocols**

Welch Ecological Services will provide support for implementing policies, protocols, and outlining good housekeeping procedures for municipal activities. The Municipal O&M plan, maintenance standards and protocol review will address activities on land managed or maintained by the City including streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater facilities. We will develop protocol to address the new permit focus on roads and PCBs in building materials. The public catch basin inspection and cleaning and regulated private stormwater facility inspection programs will continue to be implemented by City Staff with oversight from Welch Ecological Service to ensure that all permit required target dates and deliverables are met. Recordkeeping protocols will be re-visited to streamline the tracking of individual inspection and status thereof. Staff training on pollution prevention will be conducted. In addition, as part of the Business inspection program, we will continue to work with City staff to reduce stormwater impacts from City facilities including maintenance shops and Fire, Police and WWTP sites.

The Enhanced Maintenance Plan will be finalized and revised to ensure Ecology's approval. Purchase of a new Sweeper Truck will occur and the new enhanced street sweeping program will be launched. Metrics will be tracked, documented and assessed so that adaptive management can occur as needed per the adopted Enhanced Maintenance Plan. Progress reports will be drafted to meet the grant stipulated deliverables.

**Task 10: Compliance with Total Maximum Daily Load Requirements**

Welch Ecological Services will provide support on meeting the following specific TMDL requirements set for Lynden in Appendix 2 of the 2019 Phase II Permit:

- With each annual report, City of Lynden shall submit the monitoring results and an up-to-date Stormwater Capital Improvement Plan to address existing deficiencies in the stormwater treatment and conveyance system.

We will support the City in meeting the monitoring and reporting requirements for the BC Avenue fecal sampling program through the end of the current permit term (BC Avenue fecal sampling will likely not be required once the new permit becomes effective). The stormwater capital improvement plan will be updated annually to fulfill the additional Appendix 2 requirement. The new 2024 permit, if adopted as proposed, will have a different set of requirements for TMDL compliance. The new requirements ask for increased efforts under other program elements: Business Inspections, Education & Outreach, Operations and Maintenance, and IDDE. A TMDL report will accompany the Annual Report submittal to Ecology.

**Other Tasks not related to the Municipal Stormwater permit:**

**Task 11: Provide support for submitting applications for Grant Funding**

Welch Ecological Services will provide support to position the City for grant funding and consultation as needed on existing grants and grant agreement negotiations. Documentation for quarterly reports will be completed as requested to meet the capacity grant reporting requirements and Enhanced Maintenance/Sweeper Plan Grant.

**Task 12: Provide support to the City on the Industrial Stormwater permit for the Airport and NPDES Discharge permit for the Wastewater Treatment Plant**

*Subtask 12a:* Welch Ecological Services will provide the City support on the Airport Industrial Stormwater permit water quality monitoring and annual report submittal.

*Subtask 12b:* Welch Ecological Services will continue follow-up with the Wastewater Plant Superintendent should questions or revisions arise on the submitted Nooksack River Dissolved Oxygen study.

**SCHEDULE**

Welch Ecological Services will begin work once we have authorization to proceed.

**COST ESTIMATE**

The cost for our proposed Scope of Services has been prepared based the following rates applicable from January 1, 2024 to December 31, 2024:

<u>Labor Category</u>	<u>Billable Rate per Hour</u>
Karen F. Welch, WES*	\$130.00
Reid Armstrong, PSG*	\$105.00

\*WES is Welch Ecological Services, LLC; PSG is Peak Sustainability Group (formerly Kulshan Services, LLC).

The following Table provides a breakdown of fees by task and firm.

## ESTIMATED FEES

Task #	Description of Scope	WES	PSG	Task Total
Task 1.	Provide support for continuing development and implementation of a Municipal Stormwater Program	\$ 37,310	\$ 2,100	\$ 39,410
Task 2.	Provide support on continued development of a Stormwater Management Planning efforts	\$ 14,300	\$ 1,155	\$ 15,455
Task 3.	Provide support for coordinating with Whatcom Conservation District on the Education and Outreach portion of the Stormwater Program.	\$ 4,810	\$ 2,100	\$ 6,910
Task 4.	Provide support on Mapping and documentation requirements.	\$ 12,610	\$ 1,260	\$ 13,870
Task 5.	Provide support to the City on Illicit Discharge Detection and Elimination	\$ 12,480	\$ 13,020	\$ 25,500
Task 6.	Provide support on Controlling Runoff from New Development, Redevelopment, and Construction Sites.	\$ 4,680	\$ -	\$ 4,680
Task 7.	New Element Provide support on Stormwater Management for Existing Development (SMED)	\$ 6,240	\$ -	\$ 6,240
Task 8.	Provide support on the Source Control/Business Inspection Program development and implementation	\$ 4,680	\$ -	\$ 4,680
Task 9.	Provide support to the City on Operations and Maintenance Protocols to reduce stormwater impacts	\$ 12,480	\$ 4,725	\$ 17,205
Task 10.	Provide support on Compliance with TMDL	\$ 10,140	\$ -	\$ 10,140
Task 11.	Provide support to the City to position for grant funding	\$ 2,080	\$ -	\$ 2,080
Task 12.	Non Municipal Permit Support - Industrial Stormwater and Discharge permits	\$ 2,080	\$ -	\$ 2,080
	<b>Subtask 12a</b> : Provide support to the City on the industrial stormwater permit for the Airport	\$ 2,340	\$ -	\$ 2,340
	<b>Subtask 12b</b> : Provide support to the City on the NPDES discharge permit for the wastewater treatment plant	\$ 1,040	\$ -	\$ 1,040
<b>Expenses</b>	Lab Analyses			\$ 3,000
	Mileage Round Trip to Lynden			\$ 1,510
			<b>Total</b>	
			<b>Budget</b>	<b>\$ 156,140</b>

We will not exceed the total fee for this Scope of Work without prior authorization. If project requirements change or unforeseen conditions are encountered that will require services beyond the scope outlined above, we will bring these to your attention and seek approval for modification to the scope of services and budget as appropriate.

Please provide us with authorization to proceed by signing in the space provided below and returning a copy for our files. If any questions arise regarding this proposal, please do not hesitate to give me a call (360-303-1051) or send me an email ([karenfwelch@comcast.net](mailto:karenfwelch@comcast.net)) so that I can help clarify your questions.

Sincerely,

WELCH ECOLOGICAL SERVICES, LLC

AUTHORIZATION TO PROCEED



Karen F. Welch, MEM  
Principal Hydrologist

Client: \_\_\_\_\_

Date: 10/23/2023

Date: \_\_\_\_\_