

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, 2023, through December 31, 2023, 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:

Public Works Director
CITY OF LYNDEN
300 4th 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

SECTION 7: ATTORNEY’S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

SECTION 8: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

SECTION 9: NONWAIVER OF BREACH

Failure of either party to require performance of any provision of this Agreement shall not limit such party’s right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

SECTION 10: COUNTERPARTS

This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CONSULTANT:
WELCH ECOLOGICAL SERVICES, LLC

CITY OF LYNDEN

Date:

Date:

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that Karen F. Welch signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____

NOTARY PUBLIC in and for the State of Washington,
Residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that Steve Banham signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____

NOTARY PUBLIC in and for the State of Washington,
Residing at _____.
My commission expires _____.

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 2023. Welch Ecological will work in conjunction with subconsultants Peak Sustainability Group (formerly Kulshan Services, LLC), and Worthen Consulting. Also, included in this scope of work is support for tasks related to grant funding opportunities and the industrial stormwater permits for the Lynden Municipal Airport and the Wastewater Treatment Plant.

NPDES Phase II Permit Tasks:

Task 1: Provide support for continuing to develop 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 August 1, 2019 through July 31, 2024. The 2023 tasks will remain focused on documenting development and implementation of program elements, annual reporting, and recordkeeping. Specifically, work will continue to support ongoing program elements and concentrate effort on the new requirements under all program elements, and in particular, completing a Stormwater Management Action Plan and implementing the Source Control for Existing Development program.

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. Illicit Discharge Detection and Elimination Water quality hot spot trending response sampling will be undertaken. 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 and the annual report and TMDL report will be submitted per Appendix 2 of the permit. We will support the City in meeting the monitoring and reporting requirements for the BC Avenue fecal sampling program and alert the City of due dates for notification of Status & Trends water quality monitoring option and Effectiveness & Source Identification studies options and associated pay-in due dates.

Additionally, we will continue participation in the North Sound NPDES Coordinators group where source control program development items are often on the agenda. We will work toward forming a Whatcom County regional group to address sharing lessons learned and resources will continue and particular emphasis will be on a regional approach to addressing pollutant generation from and inspection of mobile businesses. Staff training will be provided.

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 permits (the Airport, and 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 coordination with

long-range planning efforts and complete the development of a Stormwater Management Action Plan (SMAP) per the new permit requirements.

Coordinating with long-range plan updates

Welch Ecological Services will summarize water quality and watershed protection policies, strategies, codes, and other measures to protect and improve local receiving water through planning efforts. We will report to Ecology on how planning efforts (Comprehensive Plan, Growth Management, transportation plans etc.) addressed water quality improvements and watershed protection assessments over both permit terms.

Stormwater Management Action Plan (SMAP)

This plan began with a study assessing the state of receiving waters within the City's jurisdiction, a watershed inventory of basin characteristics, and then presented a prioritized ranking of areas where receiving waters will benefit most from stormwater retrofits and management actions to reduce pollutant loading. The SMAP will summarize findings from the previous assessments and build upon program elements to develop a SMAP specific to the selected high priority sub-basin, #9 the Historic Business District. Using these background assessments, the goal is to develop a plan to address the following

- Identify specific stormwater management actions to protect water quality in the Historic Business District Sub-basin including:
 - a. *A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.*
- *Land management/development strategies identified for water quality management which includes a proposed implementation schedule and budget sources for:*
 - a. *Short-term actions (i.e., actions to be accomplished within six years), and*
 - b. *Long-term actions (i.e., actions to be accomplished within seven to 20 years).*
- *A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects and employ adaptive management techniques.*

The final SMAP developed for the priority basin will be submitted by March 31, 2023 along with the Annual Report submission.

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

Welch Ecological Services will continue to coordinate with Whatcom County and Whatcom Conservation District (WCD) on stormwater water quality issues. We will coordinate with WCD and provide oversight on their tasks developing the education and outreach arm of the Stormwater Management Program. This will include developing and launching new campaigns (such as behavior change monitoring, youth programs, and social marketing campaigns) as well as managing the overall extent of their efforts to ensure compliance with and timelines specified in the permit are met.

Task 4: 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. This includes on-call response, follow up and documentation of spill reports and filing ERTS to 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 at a minimum of => 12% of the MS4 as required by the permit and field screening methods

will be documented. We will continue to track the effectiveness of the septic to sewer program and work with the WCD on the Lynden Septic Smart Campaign.

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 5: 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 Permit and review new development using procedures as documented in the most current version of Ecology's Stormwater Management Manual for Western Washington (2019).

Documentation of the City procedures for site plan review and construction site inspections will continue. 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 Engineering Design and Development Standards will be updated as needed to reflect the current Ecology 2019 Stormwater Manual. Staff training will continue.

Task 6: 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. 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. The public catchbasin inspection and cleaning and regulated private stormwater facility inspection programs will continue. 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.

Task 7: Source Control Program for Existing Development

Provide support for building, managing and implementing a Source Control Program for existing development. Welch Ecological Services will continue to develop, document, manage and implement the standard operating procedures of the newly developed pollutant source control program for existing development. This task was begun in 2022 and includes adopting an ordinance requiring the application of source control Best Management Practices (BMPs) for pollutant generating sources associated with existing land uses and tracking the evolution of the inventory. Part of the SOPs will address the evolving / shifting nature of the pared down inventory of businesses that meet the potential pollutant generator status including businesses closing, periods of inactivity, redevelopment under a new sector, information gleaned through windshield surveys etc. Ecology is well aware that the number of active pollutant-generating businesses is a moving target and gives flexibility but guidance on how to address this uncertainty. We have chosen to track changes on a site-by-site basis as information becomes available during the year and conduct an annual re-assessment of the inventory. The result of the re-assessment is to settle on the new count or number of businesses that will require inspections in 2024. A clear cutoff date will be set to allow for expectations and planning of each year's effort.

The City entered into an interlocal agreement with the Whatcom County Health Department 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 be a component of the City's new program.

Educational and outreach materials will be compiled on a sector basis with specific source Control BMPs identified. 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 count of source control regulated businesses for 2023 is 290; 20% of which is 58 establishments that require inspections. We will coordinate with City Staff, County Health, and subconsultant inspectors to meet this target and continue code review and clarification of enforcement policy. Recordkeeping of the Business Inspection program will follow standard operating procedures. City staff will be trained on source control BMPs.

Other Tasks not related to the NPDES permit:

Task 8: Provide support for submitting application 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.

Task 9: Provide support to the City on the Industrial Stormwater permits for the Airport and Wastewater Treatment Plant

Subtask 9a: Welch Ecological Services will provide the City support on the Airport Industrial Stormwater permit water quality monitoring and annual report submittal.

Subtask 9b: Welch Ecological Services will continue follow-up with the Wastewater Plant Superintendent to and work towards reporting water quality records per the Quality Assurance Project Plan (QAPP) addressing dissolved oxygen.

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, 2023 to December 31, 2023:

<u>Labor Category</u>	<u>Billable Rate per Hour</u>
Karen F. Welch, WES*	\$125.00
Reid Armstrong, PSG*	\$105.00
Carol Worthen, WC*	\$125.00

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

Following is a breakdown of fees by task and firm.

ESTIMATED FEES

Task #	Description of Scope	WES	PSG	CW	Task Total
Task 1.	Provide support for developing a Municipal Stormwater Program.	\$35,625	\$2,100	\$ -	\$37,725
Task 2.	Provide support on continued development of a Stormwater Management Planning efforts including coordination with long-range plans and stormwater management action plan (SMAP).	\$41,250	\$1,680	\$ -	\$42,930
Task 3.	Provide support for coordinating with Whatcom Conservation District on the Education and Outreach portion of the Stormwater Program.	\$4,500	\$1,680	\$ -	\$6,180
Task 4.	Provide support to the City on Illicit Discharge Detection and Elimination.	\$12,000	\$13,230	\$ -	\$25,230
Task 5.	Provide support on Controlling Runoff from New Development, Redevelopment, and Construction Sites.	\$4,500	\$ -	\$ -	\$4,500
Task 6.	Provide support to the City on Operations and Maintenance Protocols to reduce stormwater impacts.	\$12,000	\$4,725	\$ -	\$16,725
Task 7.	Provide support on the Source Control Program development, management, and implementation. Conduct inspections of 20% of identified pollutant generating businesses; 100% of complaints.	\$13,500	\$3,780	\$22,750	\$40,030
Task 8.	Provide support to the City to position for grant funding	\$2,000		\$ -	\$2,000
Task 9.	Industrial Stormwater Permit support				
	Subtask 9a: Provide support to the City on the industrial stormwater permit for the Airport	\$2,000		\$ -	\$2,000
	Subtask 9b: Provide support to the City on the industrial stormwater permit for the wastewater treatment plant	\$3,000		\$ -	\$3,000
Expenses	Lab Analyses				\$3,000
	Lodging				\$1,410
	18 trips to Lynden				\$ 600
Total Budget					\$185,330

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) so that I can help clarify your questions.
Sincerely,

WELCH ECOLOGICAL SERVICES, LLC



Karen F. Welch, MEM
Principal Hydrologist

Date: 9/23/2022

AUTHORIZATION TO PROCEED

Client: Steve Banham
Public Works Director

Date: