

~~AGREEMENT~~ PROFESSIONAL
~~FOR SERVICES~~ AGREEMENT

BETWEEN

CITY OF LYNDEN
WELCH ECOLOGICAL SERVICES
300 4TH STREET
NORTH STATE ST #411
LYNDEN, WASHINGTON 98264
WASHINGTON 98225

_____ AND _____
_____ 1155
_____ BELLINGHAM,

~~PROJECT~~ 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 - ~~Payment~~ 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 enure 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: ~~REIMBURSEMENT~~ COMPENSATION

Compensation ~~Reimbursement~~ 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 of the Consultant's invoices in accordance with ~~the other conditions of Section 3.2 of the~~ 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: ~~(Request to waive as we have no employees)~~

Professional Liability*/ <u>Errors & Omissions</u>	\$1,000,000	each occurrence
Professional Liability/ <u>Errors & Omissions</u>	\$1,000,000	annual aggregate
Comprehensive General	\$1,000,000	each occurrence
Liability	\$2,000,000	annual aggregate
Errors and Omissions*	\$1,000,000	each occurrence
Errors and Omissions	\$1,000,000	annual aggregate
Automobile Liability	N/A	No commercial vehicles
Worker's Compensation	Request to waive as we have no employees N/A	<u>No Employees</u>

~~*Professional Liability and Errors and Omissions are one in the same.~~

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 ~~(issued by Rice Insurance).~~

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.

3.9-9 CONTRACT TERM AND TERMINATION

A. This Agreement shall have a term of one (1) year ("Term"), commencing on January 1, 2021, through December 31, 2021, and may be may 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.

~~—After one year, the City may, at its sole discretion, terminate the Agreement, by giving the Consultant a 90-day written Notice of Termination, and the Consultant may terminate the Agreement by giving the City a 90-day written Notice of Termination. If any portion of the authorized work covered by this Agreement, and begun by the Consultant, shall be abandoned, unreasonably delayed, or indefinitely postponed, the Consultant may terminate this Agreement. Whether or not terminated, the City shall pay the Consultant for the services rendered in connection therewith, prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible, on the amounts specifically established in the 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.

~~—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. Drawings, specifications, documents and electronic files prepared by the Consultant pursuant to this Agreement are property of the City. 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 on extensions of the Project. 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.~~

C.

~~All inventions, patents, design patents, and computer programs and copyrights relating thereto, acquired or developed by the Consultant in connection or relation to the Project, shall remain the property of the Consultant and shall be protected by the City from use by others, except pursuant to agreement in writing between the Consultant and the City, with agreed upon compensation to the Consultant.~~

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. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted for mediation pursuant to the Mediation Rules of the American Intermediation Service (AIS) prior to the commencement of arbitration or other adjudicative procedures.

~~Arbitration hearings shall be held at the location mutually agreed upon by the Consultant and the City.~~

~~If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing, and that the mediator(s) shall be deemed to be arbitrator(s), for the sole purpose of signing that written settlement agreement, which shall then have the same force and effect as an arbitral award.~~

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~~Scope of Work~~.

The Consultant will make every attempt to complete the work within the estimated budget~~and time schedule~~. However, should changes in the Scope of ~~Work~~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: ~~CONTRACT VALIDITY~~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.

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 NPDES Phase II Stormwater permit requirements for calendar year ~~2019~~2021.

COST ESTIMATE

The cost for our proposed Scope of Services has been prepared based the following rates applicable from **January 1, 2021 to December 31, 2021:**

Following is a breakdown of fees by task and firm. 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 NPDES Phase II Stormwater permit requirements for calendar year 2021. Welch Ecological will work in conjunction with subcontractors Kulshan Services, LLC and Matt Kulp. Also, included is support for tasks related to 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 program

Welch Ecological Services will provide support for continued development and implementation of the City of Lynden’s municipal stormwater program. This scope outlines tasks associated with completing the requirements of the new permit effective August 1, 2019 – July 31, 2024. 2021 tasks will continue to focus on documenting program elements, annual reporting, and recordkeeping. Specifically, there will be an effort to begin work on the new requirement to develop a stormwater management action plan (due 2022). We will continue to revise cost tracking procedures. Continued 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. Coordination with Whatcom County and Whatcom Conservation District on stormwater water quality issues and educational outreach will continue and IDDE 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. An assessment of the water quality and watershed protection over the 2013-2019 permit cycle will be conducted including coordination with long-range planning.

Task 2: Provide support to the City on Developing a Stormwater Management Action Plan

Welch Ecological Services will begin development of a Stormwater Management Action Plan (SMAP) per the new permit requirements. This is a new element. This plan will involve coordinating with regional NPDES permittees to on the state of receiving water basin assessments, watershed inventory and

prioritization and rank of areas where receiving waters will benefit most from stormwater retrofits and management actions to reduce pollutant loading. Following the background assessment, the goal is to develop a specific SMAP for one high priority area and is to include short term (<6 yrs) and long term (7-20 yrs) actions. This plan is a big undertaking due in 2022 but the background work needs to be started in 2021.

Task 3: Provide support to the City on Illicit Discharge Detection and Elimination

Welch Ecological Services in conjunction with Kulshan Services, LLC and Matt Kulp will provide the City with Illicit Discharge Detection and Elimination Support, spill response documentation, and outfall monitoring. We will provide Illicit Discharge Detection and Elimination support for program implementation and additional program development including hot spot trending response, tracing sources of illicit discharges, and building on the procedures for eliminating discharges and connections. We will continue to track the effectiveness of the septic to sewer program. These field screening efforts will cover at a minimum of => 12% of the MS4 as required by the permit. The recordkeeping protocol of illicit discharges, spills, illicit connections found or reported to the City will be modified to align with the new requirement to follow the newly designed DOE WQWebIDDE schema (IDDE.xsd). We will work with Christina Brewer to create an xml file with data describing the actions taken to investigate, characterize, trace and eliminate each potential illicit discharge found by or reported to the City.

Task 4: Provide support to the City on runoff development protocols

Code revisions will be undertaken to provide clearer regulatory mechanisms for legal authority to inspect stormwater facilities. The 2020 LID barriers analysis we be reviewed an updated if needed. The Engineering Design and Development Standards will be updated as needed to reflect the 2019 Ecology Stormwater Manual.

Task 5: Provide support to the City on Operations and Maintenance Protocols

Welch Ecological Services will provide support for implementing policies, protocols, and SWPPPS outlining good housekeeping procedures for municipal activities. Municipal O&M plan and maintenance standards and protocol review and training will be conducted. Support for the program of annual inspections of stormwater facilities will be undertaken. Additional support for the catch basin inspection/cleaning program will continue.

Task 6: Source Control Program Development

Welch Ecological Services will continue development of a pollutant source control program for existing development. This task includes outlining steps for compiling a business inventory, tracking the State level business identification program, drafting business inspection notification letters, inspection protocol, and follow-up materials, and will begin development of a prioritization program for business inspections. Again, this is a new element of the permit. Deliverables are due starting in 2022 but it is also a big undertaking that needs to have the background work started in 2021. Participation in the North Sound NPDES Coordinators group will continue and source control programs are often on the agenda. Work toward forming a Whatcom County regional group to address sharing lessons learned and resources will continue.

Other Tasks not related to the NPDES permit:

Task 7: 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. Documentation for quarterly reports will be completed as requested to meet the capacity grant reporting.

Task 8: Provide support to the City on the Industrial Stormwater permits for the Airport and Wastewater Treatment Plant

Subtask 8a: Welch Ecological Services will provide the City support on the Airport Industrial Stormwater Permit water quality monitoring and annual report submittal.

Subtask 8b: Welch Ecological Services will continue follow-up with the Wastewater Plant Superintendent to and work towards reporting 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, 2021 to December 31, 2021:

<u>Labor Category</u>	<u>Billable Rate</u>
<u>Karen Welch, WES*</u>	<u>\$115.00</u>
<u>David Roberts, KS*</u>	<u>\$150.00</u>
<u>Reid Armstrong, KS*</u>	<u>\$95.00</u>
<u>Matt Kulp, MK*</u>	<u>\$60.00</u>

*WES is Welch Ecological Services, LLC; KS is Kulshan Services, LLC; MK is Matt Kulp sole proprietor

Following is a breakdown of fees by task and firm.

ESTIMATED FEES

<u>Task #</u>	<u>Description of Scope</u>	<u>WES</u>	<u>KS</u>	<u>MK</u>	<u>Task Total</u>
<u>Task 1.</u>	<u>Provide support for developing a Municipal stormwater program.</u>	<u>\$ 44,275</u>	<u>\$ 1,140</u>	<u>\$ 600</u>	<u>\$46,015</u>
<u>Task 2.</u>	<u>Stormwater Management Action plan development</u>	<u>\$ 20,700</u>			<u>\$20,700</u>
<u>Task 3.</u>	<u>Provide support to the City on Illicit Discharge Detection and Elimination</u>	<u>\$ 12,075</u>	<u>\$ 6,650</u>	<u>\$ 2,400</u>	<u>\$21,125</u>
<u>Task 4.</u>	<u>Code and Standards update</u>	<u>\$ 9,775</u>			<u>\$ 9,775</u>
<u>Task 5.</u>	<u>Provide municipal O&M protocol development support</u>	<u>\$ 6,900</u>	<u>\$ 3,990</u>	<u>\$ 600</u>	<u>\$11,490</u>
<u>Task 6.</u>	<u>Source control program development</u>	<u>\$ 8,050</u>	<u>\$ 1,330</u>	<u>\$ 1,200</u>	<u>\$10,580</u>
<u>Task 7.</u>	<u>Provide support to the City to position for grant funding</u>	<u>\$ 920</u>			<u>\$ 920</u>
<u>Task 8.</u>	<u>Industrial Stormwater Permit support</u>				
	<u>Subtask 8a: Provide support to the City on the industrial stormwater permit for the Airport</u>	<u>\$ 1,150</u>			<u>\$ 1,150</u>
	<u>Subtask 8b: Provide support to the City on the industrial stormwater permit for the wastewater treatment plant</u>	<u>\$ 1,380</u>			<u>\$ 1,380</u>
<u>Expenses</u>	<u>Lab Analyses</u>	-	-		<u>\$ 2,000</u>
	<u>18 trips to Lynden</u>				<u>\$ 334</u>
Total Budget					<u>\$125,469</u>

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 (karenwelch@comcast.net) so that I can help clarify your questions.

Sincerely,

WELCH ECOLOGICAL SERVICES

AUTHORIZATION TO

PROCEED



Karen F. Welch, MEM

Client

Principal Hydrologist

ESTIMATED FEES

Task #	Description of Scope	WES	KS	Task Total
Task 1.	Provide support for developing a Municipal stormwater program.	\$40,250	\$2,520	\$42,770
Task 2.	Provide support to the City to position for grant funding	\$2,760		\$2,760
Task 3.	Industrial Stormwater Permit support			
	Subtask 3a: Provide support to the City on the industrial stormwater permit for the Airport	\$1,840		\$1,840
	Subtask 3b: Provide support to the City on the industrial stormwater permit for the wastewater treatment plant. Develop a quality assurance plan.	\$5,750		\$5,750
Task 4.	Provide support to the City on Illicit Discharge Detection and Elimination	\$17,020	\$6,750	\$23,770
Task 5.	Source Control Program Development	\$12,880	-\$1,350	\$14,230
Task 6.	Provide municipal O&M protocol development support	\$2,300	-	\$2,300
Expenses	Lab Analyses	-	-	\$2,000
	24 trips to Lynden			\$434
Total Budget				\$95,854

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 _____

AUTHORIZATION TO PROCEED



Karen F. Welch, MEM
Principal Hydrologist

Client