

## RESOLUTION NO. 1822

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX, INC. FOR STORMWATER MANAGEMENT ACTION PLANNING AND SOURCE CONTROL PROGRAM DEVELOPMENT SUPPORT SERVICES

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**WHEREAS**, the NPDES Municipal Stormwater Permit introduced two new requirements for the 2019-2024 permit term including Stormwater Planning and Source Control for Existing Development; and

**WHEREAS**, the Department of Public Works requires the assistance of qualified professional engineers including subject matter expertise and production support to fulfill these requirements; and

**WHEREAS**, the City appropriately procured the services of qualified professionals experienced in this work, including conducting interviews with qualified companies on November 1, 2021; and

**WHEREAS**, City staff determined that Parametrix, Inc. offered the most qualified response to provide the necessary support service and subsequently negotiated the professional services agreement included herewith as Attachment 1;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

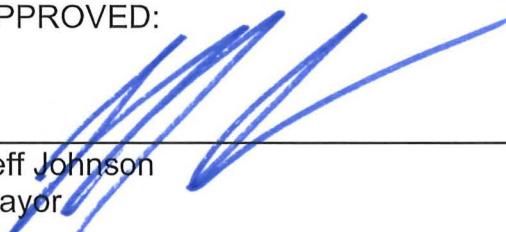
**Section 1. AUTHORIZATION TO EXECUTE AGREEMENT**. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with Parametrix, Inc. included herewith as Attachment 1.

**Section 2. CORRECTIONS**. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 9<sup>th</sup> day of December, 2021.

APPROVED:

Jeff Johnson  
Mayor



ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Evelyn Jahed  
City Clerk

FILED WITH THE CITY CLERK: November 12, 2021  
PASSED BY THE CITY COUNCIL: December 9, 2021  
RESOLUTION NO.: 1822

EXHIBIT A to Resolution 1822

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT**

**Agreement Title: Stormwater Management Action Planning and  
Source Control Program Development Support Services**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Parametrix, Inc.** (the "Consultant"), is dated the last date signed below.

Consultant Business: Parametrix, Inc.

Consultant Address: 1019 39<sup>th</sup> Avenue SE Suite 100  
Puyallup, WA 98374

Consultant Phone: 253.604.6600

Consultant Fax: 855.542.6353

Contact Name John Phillips

Consultant e-mail: [jmphilips@parametrix.com](mailto:jmphilips@parametrix.com)

Federal Employee ID No.: 91-091-4810

Authorized City Representative for Andrew Silvia  
this contract:

**WHEREAS**, the NPDES Municipal Stormwater Permit introduced two new requirements for the 2019-2024 permit term including Stormwater Planning and Source Control for Existing Development; and

**WHEREAS**, the City Department of Public Works requires the assistance of qualified professional engineers to fulfill these requirements; and

**WHEREAS**, the City appropriately procured the services of qualified professionals experienced in this work, including conducting interviews with qualified companies on November 1, 2021; and

**WHEREAS**, City staff determined that Parametrix offered the most qualified response to provide the necessary support service and subsequently negotiated the agreement scope of work and fee included herewith as Exhibits A and B, respectively;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for Stormwater Management Action Planning and Source Control Program Development Support Services ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be John Phillips. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than August 1, 2023, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## **2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed \$339,175.33 as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

## **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, [ap@ci.lake-forest-park.wa.us](mailto:ap@ci.lake-forest-park.wa.us), its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibits A and B according to the schedule established in Exhibits A and B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

## **8. Insurance.**

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: Andrew Silvia, Project Manager  
Department of Public Works  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

Parametrix, Inc.  
Attn: John Phillips  
719 2nd Avenue, Suite 200  
Seattle, WA 98104

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

**20. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and Consultant have executed this Agreement as of the date last date signed below.

<b>CONSULTANT:</b>	
<b>CITY OF LAKE FOREST PARK</b> <b>WASHINGTON</b>	Parametrix, Inc.
By: _____ Jeff Johnson, Mayor	By _____ Typed/Printed Name: _____
Date _____	Its _____ Date: _____
<b>ATTEST:</b>	
Evelyn Jahed, City Clerk Date: _____	
<b>APPROVED AS TO FORM:</b>	
Kim Adams Pratt, City Attorney Date: _____	



## SCOPE OF WORK

### City of Lake Forest Park

### Stormwater Management Action Planning and Source Control Program Development Support Services

#### PROJECT UNDERSTANDING

The City of Lake Forest Park (City) is contracting with Parametrix to support the development of the City's Ecology-required Stormwater Management Action Plan (SMAP) and Source Control for Existing Development program. Parametrix will apply Ecology guidance to conditions unique to the City to prepare a SMAP and provide Source Control Program Development support sufficient to address National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) requirements. Additionally, the City seeks to achieve the following broadly defined goals during this project:

- Ensure that the SMAP is aligned well with existing and planned City operations and projects, accepted by stakeholders, and most importantly: realistic and achievable.
- Ensure a minimally disruptive implementation process for the new Source Control program, which we expect may occur through a robust stakeholder (e.g., City staff, elected officials, and regulated property owners) education and engagement process.

The City has applied for and is anticipating funding from Ecology's Stormwater Financial Assistance Program (SFAP) that has not been finalized at the time of this scope development. Tasks 1 and 10 are associated with additional funding for the project and will only be used if the grant is awarded and accepted by the City.

#### TASK 1. GRANT AND LOAN ADMINISTRATION

This task number will only be used if the City is awarded Stormwater Financial Assistance Program (SFAP) grant from Ecology. Under this task Parametrix will assist the City in its negotiations with Ecology regarding agreement of scope and deliverables.

Parametrix will prepare six quarterly reports that include descriptions of work accomplished, project challenges, or changes in the project schedule for Ecology.

Parametrix will prepare a Recipient Closeout Report and a two-page Outcome Summary Report for Ecology.

#### Assumptions

- The City will lead negotiations with Ecology. Parametrix will provide support for negotiations and grant contract review.
- Parametrix will provide two staff for grant negotiations. Parametrix will not work directly with Ecology.
- Parametrix will prepare quarterly reports for the City. The City will submit quarterly reports to Ecology.
- Parametrix will prepare the two-page Recipient Closeout Report and a two-page Outcome Summary Report for the City to submit to Ecology at the end of the negotiated grant period of performance.

## Deliverables

- Two (2) reviews with comments for grant contracts
- Six (6) Quarterly Progress Reports
- One (1) Recipient Closeout Report
- One (1) Outcome Summary

## TASK 2. RECEIVING WATER CONDITION ASSESSMENT

### Task 2A. Project Initiation and Data Review

The purpose of this task is to define the project objectives, establish communications, define data needs and data gaps, and initiate the SMAP prioritization approach.

#### Approach

Parametrix will prepare for and facilitate a project kickoff workshop at a City office. Parametrix will lead the workshop which will include an introduction of the project team and definition of project team members' roles and responsibilities; definition of the project objectives; review of the scope of work and schedule milestones; describe the communications plan; and prepare information requests for City staff. The workshop will also include discussions of long-range plans and regional plans that would pertain to stormwater work.

Parametrix will obtain the needed GIS data from the City (as readily available) to complete the basin information collection elements to conduct the SMAP. These data include but are not limited to:

- Basin hydrography, including streams and lakes or other receiving water features
- Basin topography
- Watershed catchment delineations
- Drainage system maps
- Stormwater facility location and type maps
- Land cover
- Impervious surfaces
- Tax lots with building date
- Public rights of way
- Vacant land maps (if available)
- Developable lands layer (if available)
- Future proposed land use
- Critical areas, such as wetlands, steep slopes or geologic hazards, buffers, and floodplains.
- Ecology's Puget Sound Watershed Characterization Project
- Ecology's Environmental Information Management (EIM) database
- National Water Quality Assessment Program

- SAM produced regional receiving water assessments
- Phase I Counties permit modeling and basin plan reports

Parametrix will collect available water quality and stream condition data from the City or other publicly available internet resources.

Parametrix will review the Lake Forest Park Comprehensive Plan and the Legacy 100 Year Vision. The City will provide Parametrix with plans and any additional development, regional, or sub-regional plans as identified in the project kickoff workshop.

Parametrix will prepare a data gaps summary and include data not available and comments on data quality, as applicable. Prepare an assessment of the need to fill the gaps or if the data can be assumed or extrapolated from other sources. Data not available will be assessed in a data gaps analysis technical memorandum.

### Assumptions

- The City will provide Parametrix with all needed and readily available information in electronic format via email, FTP site transfer, or file share platform such as OneDrive/SharePoint or Project Wise.
- The City will provide the following information for review:
  - Geographic information system (GIS) data as listed above
  - Most recent NPDES Annual Reports and Stormwater Management Program documents
  - Water quality data from surface water or stormwater monitoring programs
  - Existing modeling data on the City's stormwater system and drainage basins within the City, if available
  - Results of any stormwater system needs evaluations, including maps of problem areas and basic project sheets developed to-date
  - Lake Forest Park Comprehensive Plan and Legacy 100 Year Vision. Any additional development, regional, or sub-regional plans as identified in the project kickoff workshop
- Up to four (4) Parametrix staff members will participate in the kick-off meeting. One 2-hour meeting is assumed.
- The City will identify and invite other City staff to participate in the workshop. The City will coordinate the kickoff meeting location and time and have key City staff at the meetings based on planned topics.
- Receiving water assessments are intended to be rapid assessments of known conditions of receiving waters. Collection of new data is not included in the effort. Data gaps that the City chooses to be filled for the project will be addressed by the City. (Parametrix can collect certain data for additional scope and fee.).
- The City will directly request available information from other public entities, such as WRIs, the County, the Army Corps, or Ecology.

### Deliverables

- One 2-hour project kickoff workshop and agenda for workshop
- Brief data gaps assessment technical memorandum (2-3 pages)

## Task 2B. Receiving Water Assessment

The purpose of this task is to evaluate watersheds based on existing and proposed land use, existing receiving water conditions, and water quality improvement opportunities to prioritize watershed protection based on the NPDES Permit SMAP requirement. Information generated from this task will be used to prepare the SMAP documents required by Ecology.

### Approach

Parametrix will work with the City to prioritize watersheds using an approach following the Stormwater Management Action Planning Guidance (Ecology 2019, Publication 19-10-010) and Building Cities in the Rain (Washington Department of Commerce 2016, Publication 006).

Basin Boundary Check: Parametrix will use existing watershed catchment delineations and potentially resize, combine, or subdivide drainage areas based on analysis units compatible with SMAP review.

Watershed Inventory: Parametrix will:

- Identify common basin characteristics for reviewing and categorizing condition and need.
- Review data gathered in Task 2 pertaining to landscape characteristics (land use and cover, road density, age of development/stormwater management infrastructure, impervious area, stream buffers, intact floodplains, and crossings) that usually affect surface water conditions.
- Assess the relative development potential in the basin using available vacant (undeveloped parcels) and developable (non-floodplain, steep slope, or similar critical areas) land.
- Work with the City to identify water quality conditions that may need improvement.

NPDES Table and Map: Parametrix will prepare a Watershed Inventory and accompanying web map documenting the drainage areas based on Permit requirements. The inventory will be in table format and will include:

- Each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction.
- A brief description of the relative conditions of the receiving waters based on currently available basic water quality assessment information and the contributing areas condition based on current land cover and known stormwater management.
- For each watershed and receiving water, evaluate current "treated" and "untreated" lands as defined by stormwater management system coverage.
- Findings of the stormwater management influence assessment for each basin and indication of which receiving waters will be included in the S5.C.1.d.ii prioritization process.
- Parametrix will also include a web map of the delineated basins with references to the watershed inventory table.

City Check-In Meeting: Parametrix will facilitate a meeting with City staff at the beginning of the City's review period to present the draft Watershed Inventory, answer questions, and collect preliminary comments.

## Assumptions

- Parametrix will base the prioritization on data collected during Task 2A. No new data will be collected for this effort.
- Parametrix will base the assessment on data collected during Task 2A. No new data will be collected for this effort.
- Existing basin boundaries may be slightly updated, but no new basin delineations will be prepared.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.

## Deliverables

- Draft Receiving Water Prioritization technical memorandum for City review (3-5 pages).
- Final Receiving Water Prioritization technical memorandum in Microsoft Word and PDF electronic file formats.
- Checklist based on steps in the Stormwater Management Action Planning Guidance (Ecology 2019, Publication 19-10-010) for checking completeness of SMAP.
- NPDES draft and final watershed inventory table in Microsoft Excel and PDF electronic file formats.
- NPDES draft and final watershed inventory map in ESRI-compatible GIS file formats.

## TASK 3 WATERSHED AND RECEIVING WATER PRIORITIZATION

The purpose of this task is to establish prioritization of watershed protection needs to help identify which of the City's local receiving waters are most likely to benefit from stormwater management planning based on the requirements of Permit Section S.5.C.1.d.ii.

### Approach

Watershed Prioritization: Parametrix will work with the City to prioritize watersheds using an approach based in part on the Stormwater Management Action Planning Guidance (Ecology 2019, Publication 19-10-010). Through this process, Parametrix will:

- Prepare prioritization metrics for local watersheds for review and agreement by the City.
- For each watershed and receiving water, evaluate current "treated" and "untreated" lands as defined by stormwater management system coverage.
- Identify restoration or protection goal(s) for each watershed or watershed group based on basin characteristics and protection needs.
- Evaluate current and potential opportunities to address watershed restoration and protection goals for each watershed or watershed group.
- Prioritize watersheds or watershed groups based on agreed metrics using a GIS/spreadsheet scoring tool.
- Work with the City to identify additional, non-quantifiable opportunities and constraints such as political support, funding applicability, community perception, benefit to overburden communities, etc. in the watershed prioritization.

- Identify a single watershed or watershed group to target for stormwater management actions planning in Task 4.

**City Check-In Meeting:** Parametrix will facilitate a meeting with City staff at the beginning of the City's review period to present the draft Watershed Prioritization, answer questions, confirm selected watershed, and collect preliminary comments.

### Assumptions

- Parametrix will base the prioritization on data collected during Task 2. No new data will be collected for this effort.
- The City will select the preferred basin for continued analysis.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.

### Deliverables

- Draft Receiving Water Prioritization technical memorandum for City review in Microsoft Word and PDF electronic file formats (approximately 10 pages, not including appendices).
- Final Receiving Water Prioritization technical memorandum in Microsoft Word and PDF electronic file formats (approximately 10 pages, not including appendices).

## **TASK 4. IDENTIFY ACTIONS AND DEVELOP IMPLEMENTATION PLAN**

The purpose of this task is to identify and document high-level stormwater management activities that may improve the condition of the high-priority watershed identified in Task 3.

### Approach

Parametrix will identify stormwater management actions for one high-priority basin identified in the previous task that includes:

- Concept-level descriptions of potential stormwater facility retrofits recommended for the area, including:
  - Identification of BMP types (in broad categories such as distributed LID retrofits, regional flow control facilities, targeted water quality media filtration for pollutants, etc.).
  - Potential locations where possible (in general categories such as regional vs. site-specific facilities, retrofits in the right-of-way vs. parcels, excluded areas such as protected natural resources, etc.).
- Targeted, enhanced, or customized permit-related stormwater management actions such as IDDE field screening, prioritization or source control inspections, O&M inspections, enhanced maintenance, and/or public education and outreach behavior change programs.
- Land management/development strategies and/or actions identified for water quality management.
- If applicable, identification of changes to local long-range plans to address SMAP priorities.
- A proposed implementation schedule and budget sources for short and long-term actions.
- A process for future assessments and feedback to inform future changes and adaptively manage the plan.

## **TASK 5. WRITE SMAP**

SMAP Report: Parametrix will develop a SMAP report that outlines the identified actions and incorporates adjustments based on public comment, as approved by the City.

SEPA Checklist: Parametrix will prepare a SEPA checklist, supporting figures, and text of a public notification for the City's publication.

City Check-In Meeting: Parametrix will facilitate a meeting with City staff at the beginning of the City's review period to present the draft SMAP Report, answer questions, and collect preliminary comments.

### **Assumptions**

- The Receiving Water Prioritization technical memoranda prepared under Task 2 will be included as appendices to the SMAP report.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic Excel table file.

### **Deliverables**

- Draft SMAP Report for City review for one high-priority basin, approximately 30 pages (not including appendices).
- Draft SEPA Checklist for City SEPA Official.
- Final SEPA Checklist for City to submit.
- Final SMAP Report for one high-priority basin in Microsoft Word and PDF electronic file formats.

## **TASK 6. SOURCE CONTROL PROGRAM DEVELOPMENT SUPPORT**

The purpose of this work is to support the City of Lake Forest Park in its efforts to comply with the NPDES Phase II Municipal Stormwater Permit (Permit). Specifically, Section S5.C.8 of the Permit requires the City to prevent and reduce pollutants in runoff from areas that discharge to the MS4.

This scope outlines an approach where activities necessary for Permit compliance related to site inspections are clustered for efficiency. Section S5.C.8 of the Permit requires the City to establish a proactive program to inspect businesses and properties and require operational or structural source-control BMPs for existing land uses and activities to prevent pollution from entering the MS4.

### **Task 6A. Develop Ordinance and Municipal Code Language**

Parametrix will review and recommend example stormwater source control ordinances and municipal code language from other Puget Sound jurisdictions. Working with the City, Parametrix will help select from source control BMPs in the Ecology Manual or a Phase I Program approved by Ecology. Parametrix will identify potential conflicts and necessary updates required to ensure consistency with the new municipal code chapter. The ordinance development will be an iterative process.

## Assumptions

- The City will identify potential conflicts and necessary updates required to ensure consistency with the new municipal code chapter.
- Parametrix will provide example ordinances and recommendations for a draft ordinance for the City.
- The workshop will consist of two Parametrix staff and the City will coordinate the necessary staff (the City Attorney, and City Council) to refine the language therein, time, date and location of the workshop.

## Deliverables

- Draft ordinance.
- Facilitate one review workshop.
- Up to three revisions of the draft ordinance.
- Up to three resourcing plans illustrating program options and related costs.

## TASK 6B. Develop Inventory

Parametrix will gather business license data from readily available local and state sources including WA Department of Revenue, the City, and ESRI Business Database (accessible by Parametrix staff). Identify sites of interest, which are those that have the potential to generate pollutants to the MS4. Business types included will be based on Appendix 8 of the Phase II Permit with NAICS and SIC numbers typically associated with pollutant-generating surfaces. Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8). Other pollutant generating sources, based on complaint responses such as home-based businesses and multi-family sites, will be included in the inventory.

## Assumptions

- Generate a business inventory (which must be updated once every five years) through:
  - Local business license records.
  - Review of ownership names.
  - Drive-by/in-field identifications.
- Begin prioritizing sites, categories of land use, or geographic areas for inspections.
- Parametrix will identify any sites that may warrant field verification (e.g. "windshield surveys") of business license data to validate the property use indicated therein. Conduct field reconnaissance at questionable sites to confirm accuracy of business license data. Parametrix staff will conduct 2 site inventories at three hours each (including travel time).

## Deliverables

- Prepare database of sites prioritized according to potential for pollution generation/export in ESRI-compatible geospatial counterpart.
- Prepare memorandum documenting the inventory development process and providing recommendations for routine inventory updates/management.

## TASK 6C. Develop Inspection Program

Prepare a standard procedures guidance document with best practices for site inspections. The guidance will incorporate relevant regional resources for consistency with current industry practices, including as Ecology's Dangerous Waste Regulations. Develop a resourcing plan illustrating options (e.g. City-staff-led, contracted, or combination of both) and related costs the City may choose for implementing the resulting local program. The guidance document will also include:

- Site inspection form template.
- Electronic technical resources referenced in an appendix of online BMPs, standard operating procedures, pamphlets, and technical documents relevant to issues typically addressed during site inspections.
- Recordkeeping recommendations.

Prepare and deliver a one-time, 2-hour training curriculum for City staff and/or contractors. The training will be conducted virtually and recorded so that it may serve as a reference for future education and onboarding. The training curriculum will educate staff and workers on site inspection methods and satisfy the permit requirement for staff training (S8.5.b.v). The curriculum will be delivered virtually and will use resources available from the Washington Stormwater Center and other permittees. Compliance strategy begins with technical assistance, education, and outreach; followed by enforcement only when needed.

### Assumptions

- Elements of the checklist will be taken from Permit requirements, the King County Surface Water Design Manual, and general literature searches regarding potentially applicable BMPs.
- Task 6 will be completed by August 2022.

### Deliverables

- Parametrix will provide the City with a draft and final inspection checklist for review. The checklist will be delivered electronically via email. The final checklist will be revised based on one set of consolidated comments received from the City on the draft checklist.
- A 3–5-page Resourcing Recommendations memo outlining each options and explaining considerations (annual cost, at minimum) associated with each option.
- Virtual and recorded training (up to two-hours). One training session held virtually and recorded for future use by the City.

## Task 6D. Business Outreach

Good working relationships with the City's businesses is critical for effective source control. Businesses should be made aware of where their discharge is going and the specific constituents that, if spilled or discharged, could potentially cause harm to local waterbodies. Parametrix will support the City with developing relationships and provide hands-on technical assistance and regulatory advice to businesses as needed. There are no deliverables for this task.

### Assumptions

- Parametrix will provide guidance to City inspection staff on best management practices.

- Parametrix will provide templates and example information sheets for businesses that are available from Ecology, Washington Stormwater Center, and other jurisdictions.
- Parametrix will not meet with businesses without City staff present.

## **TASK 7 PROJECT MANAGEMENT**

The purpose of this task is to track, manage, document, and report on the work effort.

### **Approach**

Parametrix will track and administer the contract of this project, including preparing monthly invoices and progress reports describing work accomplished in the reporting period, the budget expended, and budget remaining per each Task. The Parametrix project manager will be responsible for the following services:

- Provide management and oversight of the Parametrix project team's work efforts.
- Serve as the Parametrix project team's Quality Assurance and Quality Control lead. This includes ensuring that QA/QC protocols are established and that deliverables and other work products are developed per these protocols.
- Coordinate project work with the City's project manager through routine phone and email contact as needed. Pro-actively communicate and alert the City's Project Manager (in writing via progress reports, in person or by phone/email as appropriate) as early as possible of any emerging issues that could affect the project schedule, budget, or other project goals.

### **Assumptions**

- Project management will extend through May 1, 2023 (approximately 17 months).
- Routine project coordination check-ins with the City's project manager will require four (4) hours per month of the Parametrix project manager's time, on average.

### **Deliverables**

- Monthly invoices and progress reports.
- QA/QC review documentation (delivered upon request).

## **TASK 8. PUBLIC INVOLVEMENT**

The public outreach is envisioned to be transparent and open, with channels of communication with relevant community stakeholders to give full consideration of their views and concerns in the prioritization process. A matrix of costs, potential disproportionate burdens, and advantages on portions of the community, projected pollutant reductions, benefits to receiving waters, and other environmental and public health benefits will be prepared. The public engagement of interested stakeholders and residents will gather feedback and will include that feed back into the development of the SMAP.

This task includes development of a draft public involvement plan. Information included in the plan is a list and description of outreach tools, objectives of public involvement, stakeholder list and a high-level needs assessment for up to five basins (this will consist of demographic data from the American Community Survey (ACS) data base and anecdotal information from city staff).

## Approach

Plan and conduct a public outreach and feedback collection campaign. The goals for such a campaign can be expressed in terms of desired outcomes, including:

- People who live, work, or spend considerable time in Lake Forest Park are aware that the planning process is happening. They understand why it is happening, and how to get involved. They are given good reason to trust that their participation matters.
- People feel that the opportunities provided for them to share their feedback and/or receive project information are accessible and safe. This means that the language the project team uses to engage with them is plain and translated as necessary, and that the forum(s) they are offered to share feedback are easy to find and attend or use.
- People feel heard. They trust that their feedback has been seriously considered, and they understand the tradeoffs the City considered in its decision-making. They may be happy or disappointed with the content of the final plan, but they are not surprised.

Parametrix will develop a public involvement plan. The plan will:

- Identify objectives for public outreach and engagement.
- Describe purpose and need of the SMAP.
- Include key messages for the public:
  - Why is the city developing a SMAP?
  - How will the SMAP be developed?
  - What are the community benefits of the SMAP?
  - Who is developing the SMAP?
- Identify the stakeholders and describe outreach strategies and/or planned touchpoints applicable to each stakeholder.
- Map basin demographics and location of overburdened communities, as well as analysis of languages spoken in up to five basins.
- Provide tools for outreach and feedback collection corresponding to the schedule milestones. These tools can be produced in multiple languages. The tools will support educational campaigns and participatory activities that proactively inform community members about the SMAP and provide opportunities to share local knowledge of the basins and feedback regarding stormwater management needs and investment/action preferences. Example of tools:
  - Web-based story maps.
  - Infographics.
  - Videos (City YouTube).
  - Social Media (City accounts).
  - City of Lake Forest Park Web Site.
  - Open houses.

- Interviews/focus groups.
- Temporary signage, e.g., sandwich boards.
- Mailed outreach materials, e.g., letters.
- Plan will identify how the success of the community engagement effort will be measured and reported.

#### **Deliverables**

- Draft Public Outreach Plan (9-10 pages).
- One story map updated at each schedule milestone.
- Up to two each of printed outreach tools (bill stuffer, infographic).
- Up to four each content for social media and Web site.
- Up to two 5-minute videos.

### **TASK 9 ADDITIONAL UNANTICIPATED SERVICES**

This task establishes a management reserve fund for additional services not described elsewhere in this Scope of Work but clearly related to and supportive of the project intent. Dollars in this task are only authorized by the City's project manager in writing after receiving a scope and budget from Parametrix.

### **TASK 10 ADDITIONAL GRANT RELATED TASKS**

This task will only be used if the City executes a Stormwater Financial Assistance Program (SFAP) grant agreement with Ecology. The scope of work for this task will be determined through the City's negotiations with Ecology regarding agreement scope and deliverables.

This grant will support additional, value-added services provided by Parametrix that may include:

- Basin-wide feasibility assessment for green stormwater infrastructure (GSI).
- Stormwater management rate analysis, including an equitable rate structure consideration.
- Additional project definition (e.g. permit matrix and more detailed schedules for retrofit projects).
- Additional data collection in priority watershed.

Anticipated deliverables will be generated by Parametrix based on Ecology's grant agreement conditions. Ecology requirements included in the final grant award that do not match these would be considered out of scope.

#### **Assumptions**

- The schedule will include a lag of 10 business days for Ecology review of draft deliverables; however, Parametrix will continue or suspend effort on this task based on direction by the City.
- For all Ecology submittals (grant deliverables, permit submittals, etc.), Parametrix will submit documents to the City, and the City will submit the documents to Ecology.

### Anticipated Grant Deliverables

- Draft public outreach materials to provide the public and stakeholders with an opportunity for Ecology to comment on proposed prioritized catchment area(s).
- Documentation of public outreach, collection of stakeholder feedback, City responsiveness to comments.
- Draft list of structural and non-structural Stormwater Management Actions (SMAs).
- Web map layer showing SMA facility retrofits with catchment areas and facility footprint(s).
- Documentation of collected stakeholder feedback and City responsiveness to comments.
- Draft SMAP for Ecology, including supporting narrative, proposed schedule, conceptual budget, potential funding sources, and adaptive management.
- Response to ECOLOGY SMAP comments.
- Final written SMAP for Ecology, including list of SMAs for targeted areas, and online GIS interface .

## EXHIBIT B to Contract

Billing Rates:	\$208.75	\$113.78	\$254.80	\$134.52	\$165.86	\$123.34	\$290.26	\$187.62	\$132.57	\$138.85	\$108.75	\$148.75	\$165.30	\$132.70	
Sr. Engineer	Julie G. Brandt	Engineer II	Arianna Frender	Consultant	John Phillips	Sr. GIS Analyst	Chad L. Tinsley	Sr. Engineer	Rhiannon Sayles	Engineer II	Amanda Thompson	Sr. Consultant	Paul Fendt	Planner IV	Erin Ferguson
Sr. Graphic Designer	Patricia E. Yi	Sr. Graphic Designer	Chantel Baker	Technical Editor	Susan E. Swift	Project Controls Specialist	Heidi Still	Sr. Contracts Admin	Jean N. Johnson	Sr. Project Accountant	Mariah McCreery				

Task	Subtask	Description		Labor Dollars	Labor Hours											
2	Receiving Water Condition Assessment	\$32,612.37	205	44	72	22	44	4	12	4	-	-	1	2	-	-
2A	Project Initiation and Data Review	\$10,726.74	73	14	22	2	24	4	4	-	-	-	1	2	-	-
2A	City Staff Workshop	\$2,739.45	16	4	2	2	4	2					2			
2A	Data Collection	\$5,019.52	34	8	8		12	2	4							
2A	Gap Analysis Technical Memorandum	\$2,967.77	23	2	12		8						1			
2B	Receiving Water Assessment	\$21,885.63	132	30	50	20	20	-	8	4			-	-	-	-
2B	Basin Boundary Check	\$4,916.73	32	4	8	4	16									
2B	Receiving Water Assessment	\$15,035.61	90	24	40	12	2		8	4						
2B	City Check-In Meeting	\$1,933.30	10	2	2	4	2									
3	Watershed & Receiving Water Prioritization	\$41,183.34	266	56	66	18	64	20	24	2	8	8	8	-	-	-
3A	Watershed Prioritization	\$25,396.09	164	40	40	8	36	16	24							
3A	City Check-In Meeting	\$2,441.95	14	4	2	2	4	2								
3A	Prioritization Technical Memorandum	\$13,345.31	88	12	24	8	24	2		2	8	8				
4	Identify Actions and Develop Implementation Plan	\$28,058.76	192	12	52	8	8	48	60	4	-	-	-	-	-	-
4A	Action Identification	\$10,207.89	66	6	12	4	4	18	20	2						
4A	Implementation Plan	\$17,850.87	126	6	40	4	4	30	40	2						
5	Write SMAP	\$32,312.86	207	29	44	12	16	10	28	-	40	16	12	-	-	-
5A	Write SMAP Report	\$20,388.78	140	24	40	8	8	8	24		16	12				
5A	SEPA Checklist	\$9,235.46	51	1	2	2	4		2		40					
5A	City Check-In Meeting	\$2,688.62	16	4	2	2	4	2	2							
6	Source Control Development Support	\$63,959.62	360	14	124	40	20	-	-	66	40	24	24	8	-	-
6A	Develop Ordinance and Municipal Code Language	\$19,023.71	98		24	10				20	40		4			
6B	Develop Inventory	\$13,297.25	94		60	8	20			6						
6B	Develop resourcing plan	\$10,237.83	54		30	4				20						
6C	Develop Inspection Program	\$15,627.54	84	4		8				20		24	24	4		
6D	Business Outreach	\$5,773.30	30	10	10	10										
7	Project Management	\$17,851.73	88	10	-	28	-	-	10		-	-	-	18	4	18
7A	Invoicing	\$10,313.68	58			18								18	4	18
7B	QA/QC	\$7,538.05	30	10		10			10							
8	Public Involvement	\$28,493.22	175	28	26	24	32	8	6	2	24	24	1	-	-	-
8A	Public Involvement Implementation	\$21,289.04	132	20	20	20	24				24	24				
8A	Stakeholder Engagement	\$7,204.18	43	8	6	4	8	8	6	2			1			
9	Additional Unanticipated Services	\$0.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9A	See below	\$0.00	-													

Labor Totals:	\$244,471.89	1,493	193	384	152	184	90	130	88	80	72	48	30	20	4	18
Totals:	\$244,471.89		\$40,288.27	\$43,692.48	\$44,119.14	\$24,751.22	\$14,927.40	\$16,033.88	\$22,422.40	\$10,761.40	\$9,544.86	\$6,664.80	\$3,262.35	\$2,975.00	\$661.18	\$2,388.60

### Other Direct Expenses

Mileage \$300.00

Other Direct Expenses Total: \$300.00

### Unanticipated Services

\$5,000.00

Project Total (Excluding Grant Tasks)

\$249,771.89

Sr. Engineer	Julie G. Brandt	Engineer II	Arianna Frender
\$208.75	\$113.78	\$254.80	\$134.52
Sr. Consultant	John Phillips	Chad L. Tinsley	Rhiannon Sayles
\$245.80	\$165.86	\$134.52	\$123.34
Sr. Engineer	Amanda Thompson	Engineer II	Paul Fendt
\$165.86	\$123.34	\$290.26	\$187.60
Sr. Consultant	Planner IV	Sr. Graphic Designer	Sr. Graphic Designer
\$290.26	\$187.60	\$132.57	\$138.85
Sr. Graphic Designer	Chantel Baker	Technical Editor	Susan E. Swift
\$138.85	\$108.75	\$149.96	\$149.96
Project Controls Specialist	Debra M. Fetherston	Publications Supervisor	Heidi Still
\$148.75	\$149.96	\$148.75	\$165.30
Sr. Contracts Admin	Jean N. Johnson	Sr. Project Accountant	Mariah McCreary
\$165.30	\$132.70	\$132.70	\$132.70

Task	Subtask	Description	Labor Dollars	Labor Hours	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	
1	Grant & Loan Administration		\$9,655.58	46	8	-	22	-	-	-	-	-	-	-	-	-	-	-	16	-	-	
	1A	Ecology Contract Negotiation Support	\$3,198.78	14	8	-	6	-	-	-	-	-	-	-	-	-	-	-	-	16	-	-
	1A	Grant Administration Support	\$6,456.80	32	-	-	16	-	-	-	-	-	-	-	-	-	-	-	-	16	-	-
10	Additional Grant Related Tasks		\$14,747.86	102	10	16	2	10	16	40	2	-	-	-	-	-	-	2	4	-	-	-
		SMIA Descriptions & Web Map to Ecology	\$10,706.29	76	2	2	-	8	16	40	2	-	-	-	-	-	-	2	4	-	-	-
		Response to Ecology SMAP Comments	\$4,041.57	26	8	14	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Labor Totals:</b>			\$24,403.44	148	18	16	24	10	16	40	2	-	-	-	-	-	-	2	4	16	-	-
<b>Totals:</b>			<b>\$24,403.44</b>	<b>\$3,757.46</b>	<b>\$1,820.52</b>	<b>\$6,966.18</b>	<b>\$1,345.18</b>	<b>\$2,653.76</b>	<b>\$4,933.50</b>	<b>\$509.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$217.49</b>	<b>\$599.82</b>	<b>\$2,380.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				

### Value Added Work

<b>Task 10</b>	<b>\$65,000.00</b>
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**Value Added Work Total:** **\$65,000.00**

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**Grant Related Total** **\$89,403.44**

### PROJECT GRAND TOTAL