

**RESOLUTION NO. 23-1894**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN A PROFESSIONAL SERVICES  
AGREEMENT WITH ASPECT CONSULTING, INC. FOR  
NPDES MUNICIPAL STORMWATER PROGRAM  
SUPPORT**

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**WHEREAS**, the Department of Public Works (DPW) is responsible for ensuring the City's compliance with the Western Washington Phase II Municipal Stormwater Permit (Permit), and determined in 2022 that contracted support services are necessary to address new Permit requirements, including source control for existing development and to support other existing Permit compliance work; and

**WHEREAS**, DPW published a Request for Qualifications on March 1, 2023, for the above-named contract to provide the needed support services and received three statements of qualifications (SOQ) from qualified consultants in response; and

**WHEREAS**, DPW staff evaluated the SOQs submitted and conducted interviews with all three consultants, and found Aspect Consulting, LLC (Consultant) to be the most qualified to perform the requested services; and

**WHEREAS**, DPW subsequently negotiated a contract agreement with the Consultant 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 a professional services agreement, Attachment 1 incorporated herein, with Aspect Consulting, Inc. for NPDES Municipal Stormwater Program Support.

**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 11th day of May, 2023.

APPROVED:

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: April 21, 2023  
PASSED BY THE CITY COUNCIL: May 11, 2023  
RESOLUTION NO.: 23-1894

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

**Agreement Title: NPDES Municipal Stormwater Program Support**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Aspect Consulting, LLC** (the "Consultant"), is dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Consultant Business: Aspect Consulting, LLC

Consultant Address: 350 Madison Avenue North  
Bainbridge Island, WA 98110

Consultant Phone: 206-328-7443

Consultant Fax: n/a

Contact Name James Packman (Associate Hydrologist)

Consultant e-mail: [jpackman@aspectconsulting.com](mailto:jpackman@aspectconsulting.com)

Federal Employee ID No.: 91-2149055

Authorized City Representative for Andrew Silvia  
this contract:

**WHEREAS**, the Department of Public Works (DPW) is responsible for ensuring the City's compliance with the Western Washington Phase II Municipal Stormwater Permit (Permit), and determined in 2022 that contracted support services are necessary to address new Permit requirements including Source Control for Existing Development and to support other existing Permit compliance work; and

**WHEREAS**, DPW published a Request for Qualifications on March 1, 2023 for the above-named contract to provide the needed support services, and received three statements of qualifications (SOQ) from qualified consultants in response; and

**WHEREAS**, DPW staff evaluated the SOQs submitted and conducted interviews with all three consultants, and found the Consultant to be the most qualified to perform the requested services; and

**WHEREAS**, DPW staff subsequently negotiated this agreement with the Consultant;

**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 the NPDES Municipal Stormwater Program Support project ("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 James Packman. 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 December 31, 2024, 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 two hundred, eighty-five thousand dollars (\$285,000.00) 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@cityoflfp.gov](mailto:ap@cityoflfp.gov), 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 defend and 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 of such Claim 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  
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:

Aspect Consulting, LLC  
Attn: James Packman  
350 Madison Avenue North  
Bainbridge Island, WA 98110

**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 first above written

<b>CONSULTANT</b>	
<b>CITY OF LAKE FOREST PARK</b> <b>WASHINGTON</b>	<b>ASPECT CONSULTING, LLC</b>
By: _____	By _____
Jeff Johnson, Mayor	Typed/Printed Name: _____
Date _____	Its _____ Date: _____
ATTEST:	_____
Matthew McLean, City Clerk Date: _____	_____

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APPROVED AS TO FORM:

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Kim Adams Pratt, City Attorney

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

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
CONTRACT PRICE INFORMATION

**City of Lake Forest Park**  
**NPDES Municipal Stormwater Program Support**

**Scope of Work**  
**Aspect Consulting LLC**  
**April 20, 2023**

## Introduction

Aspect Consulting, LLC (Aspect) has developed this Scope of Work for the City of Lake Forest Park (City) Department of Public Works (DPW) to provide consulting services in support of the City's Municipal Stormwater Program. The work follows requirements in the Western Washington Phase II Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology (Ecology).<sup>1</sup>

The scope of work addresses six tasks for which Aspect will provide support to the City Department of Public Works (DPW):

1. Project Management
2. Source Control for Existing Development
3. Illicit Discharge Detection and Elimination (IDDE)
4. Operations and Maintenance
5. MS4 Mapping and Documentation
6. Miscellaneous Program Planning and Implementation

### Task 1. Project Management

Task 1 is for project management, which will include regular project status meetings, scheduling work, implementing and overseeing work, and monthly progress reports with invoices.

- Project status and coordination meetings monthly through 2023, and then every two months in 2024 (12 meetings total).
  - Includes scheduling and minutes
- Develop schedule to complete contract work
- Monitor and control execution of work to ensure performance aligns with established schedule, budget, and scope of work
- Perform quality assurance and quality control (QA/QC) review of work product(s)
- Prepare monthly progress reports and invoices
- Create Sharepoint site hosted by Aspect for documentation and sharing resources with the City

### Task 1 Deliverables

- Minutes from regular monthly and bi-monthly meetings with City (12 meetings)
- Monthly progress reports and invoices (19 months)
- QA/QC documentation if requested by City, scope to be determined

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<sup>1</sup> National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit. Scope elements address much of Permit Section S5.C. for the City's Stormwater Management Program (SWMP).

## Task 1 Assumptions

- The schedule is scoped for June 1, 2023 through December 31, 2024.
- Regular meetings will be scheduled via meeting polls.

## Task 2. Source Control

Task 2 includes preparing for and implementing the Source Control program. All scope elements of this task are funded for the entire contract period through December 2024. The following scope items are known and included in the budget.

- Program Preparation
  - Forms and Letters
    - Review existing inspection introduction letter
    - Create inspection forms for initial and follow-up inspections
    - Create inspection report template
  - Procedures
    - Create inspections tracking spreadsheet database
    - Prepare a short standard operating procedures (SOP) document (based on memorandum *Source Control Inspection Program Resourcing Recommendations*, Parametrix, July 2022).
- Inspections
  - Perform site inspections in accordance with Permit requirements for Source Control.
    - Equal to 20 percent of sites per existing inventory of 125 sites.
    - Target for inspections: 50 total = 25 during 2023 + 25 during 2024.
    - Will include initial inspection and follow-up inspections as needed to confirm appropriate correction of noted pollution control issues.
- Technical Assistance
  - Provide technical advice during site visits.
  - Prepare information for best management practices (BMPs) provided in inspection reports.
  - Respond to requests for technical assistance information from businesses included in program.
- Recordkeeping and Documentation
  - Document inspection results and track progress in a spreadsheet database.
  - Keep track of updated business/site contact information as learned during program implementation.
- Enforcement Support
  - Provide limited code enforcement support, which may include drafting Notices of Violation and other correspondence with alleged violators, attending hearings, negotiating compliance agreements, and related support.
- Inventory Update
  - During 2024, update the source control site. The timing of the update will be planned with the City during 2024.
    - The inventory update to be based on site inspection history as information is available, and with desktop review of business/site status and business licensing information.

## Task 2 Deliverables

- Comments on inspection introduction letter
- Inspection-related deliverables:
  - Template documents for post-inspection letter and inspection report
  - Inspection tracking spreadsheet database
  - Draft and final correspondence and inspection reports with inventoried site owners or operators
  - Inspections progress tracking information per Permit requirements documentation
  - Enforcement support, including draft and final NOVs, and draft and final compliance agreements
- Updated source control site inventory (Excel file)
- Memorandum describing inventory update procedure and results

## Task 2 Assumptions

- The inspection procedures SOP will be up to approximately 8 pages.
- The approach for the source control program is intended to be simple to meet Permit requirements without use of specialty software or field equipment.
- Inspection introduction letters will be printed and mailed to entire inventory.
- Post-inspection reports and letters and other correspondence will be emailed after collecting/confirming site contact information during inspection.
- Consistent with guidance in the Permit, an “inspection” will be counted for all site visits, including initial, follow-up, and screening (includes turn-aways).
- The City will provide an updated list of business license records during the planning to update the site inventory.
- Code enforcement support is limited to approximately three enforcement actions per year.

## Task 3. IDDE

Task 3 is for supporting the City’s IDDE program. All scope items of this task are funded for the entire contract period through December 2024. The following scope items are known and included in the budget.

- Work with DPW staff to develop a user-friendly standard operating procedure (SOP) for improved spill response and reporting with a flow chart as a guide.
- Perform limited field investigation of up to 6 reported spills events as requested by DPW staff.
- Document IDDE incidents for reporting data in Ecology-specified format (per Permit Appendix 12).
- Perform primary field screening of 12 percent of MS4 for illicit discharges in accordance with the City’s adopted screening procedure (2020 ICID Manual) and Permit requirements
  - The target number of outfall structures for screening is 12 per year based on previous screening analysis information provided by the City.
  - The screening will focus on common pollutant issues in urban stormwater systems with a general assessment of potential illicit discharges. Information collected at each site will include:
    - *In-situ* water quality measurement (includes pH, dissolved oxygen (DO), temperature, turbidity, specific conductance, and oxidation-reduction potential).

- Recorded observations of structure/site condition (with screening notes on deposits/stains/sheens, erosion, structure integrity, vegetation, trash/debris, odors, and water color).
- Perform secondary sampling/source tracing as appropriate per outfall screening results.
  - Source tracing to be done at an assumed 6 structures/locations per year.
    - The choice of source tracing locations will be decided in discussion with the City.
  - Source tracing will include the same field observations as outfall screening plus up to 6 water samples.
    - Water samples are planned to be analyzed for key indicator parameters, including fecal coliform bacteria, ammonia, oil and grease, and fluoride.
- Prepare annual report summary of IDDE program activities, including GIS maps of yearly spill response activities.
- Provide limited IDDE code enforcement support to DPW including drafting Notices of Violation (NOVs) and other correspondence with alleged violators, attending hearings, negotiating compliance agreements, and related support.

#### Task 3 Deliverables

- SOP for Spill Response and Reporting
- Spill investigation reports
- Field sheets and sample results for outfall screening and source tracing
- Annual spill investigation summary memorandum with an IDDE GIS map and an IDDE incident data file in Ecology-approved format
- Code enforcement support documents including draft NOVs, letters, and compliance agreements

#### Task 3 Assumptions

- Spill response assumptions:
  - Up to 6 spill investigations per year or up to the budget assigned for this task.
  - Aspect will respond to up to approximately 6 spill investigation requests by the City during business hours to support the City with spill investigations.
  - Response time for investigations will be as soon as possible and may range from same day to several days later depending on staff availability.
- Outfall screening and source tracing assumptions:
  - Includes screening at up to 12 outfalls or other drainage structures/locations.
  - Includes limited source tracing follow-up based on outfall screening results at up to 6 structures/locations.
  - Field work will be done from the ground surface; no confined space entry or work from heights with fall hazards will be performed.
  - Samples: up to 12 water samples total for outfall screening; up to 6 samples total for source tracing samples.
- The IDDE incident tracking will be via a simple approach with an online shared spreadsheet form for consultant and City use in documenting reported spills.
- This task does not include emergency spill response or cleanup or monitoring the City's spill hotline.

## Task 4. Operations and Maintenance

Task 4 is for operations and maintenance program support. Work on this task is funded for selected activities planned for 2023, and additional tasks and deliverables are noted that require additional funding to be implemented.

The following scope items are known and included in the budget.

- Review and provide recommendations for updating and consolidating materials for vendor procurement and contract documents. Existing contract documents will be reviewed, including vendor contracts for:
  - Stormwater System Cleaning
  - Drainage Catch Basin Inspection and Data Collection
  - Drainage System Repair and Maintenance
  - Drainage facility inspections
- Limited coordination with GIS for spatial data needs for O&M infrastructure updates (e.g., vendor field data).

### Task 4 Deliverables

- Table or short memorandum from review of vendor procurement and contract documents with recommendations for updating and consolidating.

### Task 4 Items Not Budgeted At This Time

- Develop updated and consolidated version of procurement and contract documents for O&M work to be performed by contracted vendors and consultants
- Support to DPW with managing vendor contracts for catch basin/facility inspection and maintenance
- Review bids received per established responsiveness and responsibility criteria, develop bid tabulations and award recommendations
- Review contracted deliverables, other work products, and invoices for consistency with contract requirements. Develop comment resolution log and track resolution progress with vendor.
- Work with DPW staff to create a user-friendly portable SOP for documenting DPW's practices, policies, and procedures for reducing impacts from stormwater runoff on City land.
  - Assist DPW in fabricating/reproducing the finished SOP for DPW crew member field use.

#### *Deliverables on hold awaiting further funding:*

- Draft and final contract procurement documents, e.g. Invitations to Bid, RFP/Q
- Bid tabulations
- Written recommendations to award contracts
- Comment log for documentation and resolution of vendor deliverable deficiencies
- SOP documentation resource for City O&M policies, practices, and procedures

### Task 4 Assumptions

- O&M support work will reference the *King County Surface Water Design Manual* and the *King County Stormwater Pollution Prevention Manual*, which were adopted by the City for stormwater planning and engineering.

## Task 5. MS4 Mapping and Documentation

Task 5 is for Mapping and Documentation support for the municipal separate storm sewer system (MS4). Work on this task is funded for selected tasks planned for 2023, and additional tasks and deliverables are noted that require additional funding to be implemented.

- Assist DPW in updating MS4 GIS mapping standards and policies as needed

### Task 5 Deliverables

- Short memorandum with recommended updates to GIS mapping standards and GIS policies, including an annotated Policy & Feature Class Definitions spreadsheet

### Task 5 Items Not Budgeted At This Time

- Perform field investigation to resolve MS4 mapping uncertainties
  - Field investigations may require engaging a vendor or specialist
- Update DPW's MS4 geodatabase per new/legacy site development plans, field investigation results, and other resources

*Deliverables on hold awaiting further funding:*

- Updated MS4 GIS files (e.g. geodatabase) and static (e.g. PDF) maps

### Task 5 Assumptions

- Two meetings will be scheduled with City to get available data, talk through GIS data work flow, and discuss needs for improvement.
- Some initial mapping and data discovery is included in the Source Control and IDDE tasks that will help this task's effort.
- The City will provide updated working copies of existing GIS data and access to online resources as required, e.g., ArcGIS Online.

## Task 6. Miscellaneous Program Planning and Implementation

Task 6 is for miscellaneous program planning and implementation support. The following scope items are known and included in the budget. Work on this task is funded for selected tasks, and additional tasks and deliverables are noted that require additional funding to be implemented.

### *Stormwater Management Plan (SWMP)*

- Track SWMP implementation progress with assigned resources.
- Prepare an annual update to the City's SWMP documents, *Stormwater Management Program Plan*, for submission to Ecology as part of the annual report.
- Conduct one annual 4-hour workshop in 2023 with DPW and other City staff as appropriate to share SWMP updates for the year ahead and plan for annual report assignments.

### *Annual Report*

- Lead and coordinate the preparation of the Permit annual report for 2023.
- Assign DPW staff and consultant team members to collect and prepare information needed for annual report.
- Prepare annual report document, provide QA of content, and provide completed annual report materials to the City for upload and submission to Ecology by March 31, 2024.

## Task 6 Deliverables

- One 4-hour SWMP workshop in 2023 with City staff
- Spreadsheet table for tracking SMPW actions
- Draft and final annual SWMP Plan (Word file)
- Draft and final annual report file (as Excel spreadsheet with action summaries attached)

## Task 6 Items Not Budgeted At This Time

### *Stormwater Management Plan (SWMP)*

- Annual 4-hour workshop in 2024 for SWMP updates and annual report planning.

### *Municipal Code Updates*

- Develop municipal code gap analyses as needed to ensure alignment of city codes with Permit requirements.
- Assist DPW in implementing municipal code updates if needed including drafting proposed municipal code language, preparing SEPA checklists, and attending public meetings.

### *SMAP Implementation*

- Assist DPW in implementing its forthcoming Stormwater Management Action Plan (SMAP). Assistance may include, but is not limited to, procurement and contracting support for actions to be implemented via contract, e.g. capital projects.
- Assist DPW as needed in planning to comply with anticipated future Permit requirements including, but not limited to, tree retention, street sweeping, and stormwater controls for priority developed areas.

### *Deliverables on hold awaiting further funding:*

- Draft and final municipal code revisions (MS Word file) and associated SEPA checklists
- Memoranda documenting results of planning workshops, municipal code review, or other work associated with this task
- SMAP implementation planning deliverables to be determined.

## Task 6 Assumptions

- The City PM will identify City staff who will be responsible for answers to selected annual report questions.
- Aspect will assemble the information for the annual report and provide it to the City in a timely manner prior to March 31, 2024 in a format compatible for upload by the City to the [Ecology Permit and Reporting Information System](#).
- The City's responsibilities under this task include the following:
  - Submittal of the Annual Report and other required documents to Ecology in a timely manner
  - Ensuring the SWMP work is implemented
  - Overall NPDES Permit compliance as the permittee

## Schedule

The approximate schedule for the work is provided below. A detailed schedule will be prepared as part of Task 1.

<b>1. Project Management</b>	
June 1 – July 15, 2023	City Project Manager on family leave
June – December 2023	Monthly project status meetings
January – December 2024	Every other month project status meetings
June 2023 – December 2024	Monthly progress reports and invoices
<b>2. Source Control for Existing Development</b>	
June – August 2023	Prepare inspection resources
September 2023 – December 2024	Target: 50 inspections with technical assistance and recordkeeping
Schedule to be determine in 2024	Source Control site inventory update
June 2023 – December 2024	Source control code enforcement support as needed
<b>3. Illicit Discharge Detection &amp; Elimination</b>	
June – September 2023	Prepare Spill Response SOP and incident documentation resources
October 2023 – December 2024	Spill field investigation, documentation, and reporting
October 2023 - December 2024	Outfall screening
June 2023 - December 2024	IDDE code enforcement support as needed
<b>4. Operations &amp; Maintenance</b>	
July – September 2023	Review vendor procurement and contracting documents
October - November 2023	Prepare recommendations for updating and consolidating vendor procurement and contracting documents
November - December 2023	Internal coordination with GIS regarding O&M spatial data needs
<b>5 . MS4 Mapping and Documentation</b>	
June – September 2023	Meet with DPW staff to review GIS mapping standards and policies
October - December 2023	Prepare memorandum with recommended updates and notes on existing spreadsheet with existing policies
<b>6. Miscellaneous SWMP Planning and Implementation</b>	
June – August 2023	Prepare tracking spreadsheets for SWMP implementation and Annual Report assignments
September – October 2023	Prepare and convene workshop with DPW staff
November – December 2023	Update of SWMP for 2024; gather annual report information
January – March 2024	Prepare Annual Report

## Budget

The scope of work was prepared to meet the City's available budget for this program for consultant support through December 2024, which is \$285,000 total.

The scope items listed above that are not included in the budget can be expanded and negotiated later in the contract as those items are discussed and prioritized with the City.

### Disclaimer

This scope and associated level of effort budget is provided to the City of Lake Forest Park, Washington (Client) in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities. This scope and budget apply only to the services described above for the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect Consulting. This estimate does not represent a legal opinion or a formal proposal of work. No other warranty, expressed or implied, is made.



## EXHIBIT B to Professional Services Agreement

**Budget Table**

	Principal Knutson \$305-327	Sr. Associate Wittman \$267-286	Associate Packman, Berkompas, Rice \$253-271	Senior Pruneda \$238-255	Project Hite, Guyton, Longmire \$176-189	Staff 3 Rockwell \$161-173	Staff 1 Velasquez \$137-147	Editor Koogler \$140-150	Coordinator Olason, Duval \$120-129	LABOR	EXPENSES	TOTAL
Task 1. Project Management	4	5.75	72.5		5.75	2			7.75	\$24,211		\$24,211
Task 2. Source Control Program		5	173		14.5	175	177	4		\$103,988	\$848	\$104,836
Task 3 IDDE		2	106		288		112	4	8	\$97,902	\$4,179	\$102,081
Task 4 O&M	2	2	25	6	8					\$10,305		\$10,305
Task 5 MS4 Mapping and Documentation		16	6		20			3		\$9,730		\$9,730
Task 6 Miscellaneous Support	4	6	98		26			6		\$33,838		\$33,838
<b>TOTAL</b>	<b>10</b>	<b>36.75</b>	<b>480.5</b>	<b>6</b>	<b>362.25</b>	<b>177</b>	<b>289</b>	<b>17</b>	<b>15.75</b>	<b>\$279,974</b>	<b>\$5,027</b>	<b>\$285,000</b>

**Notes:**

- Mileage included at current (2023) federal reimbursement rate of \$0.655.
- Expenses include:
  - Water samples analyzed by an Ecology-certified laboratory. 12+6=18 total at \$300 per sample
  - Water quality sonde daily rental at \$75 per day
  - \$500 in consumable costs for IDDE field work (including high-power flashlights, ice for samples, and equipment for sampling and probing)

## Schedule of Charges



# SCHEDULE OF CHARGES

Effective January 2023

*Unless otherwise stated in the proposal or services agreement, current rates are as follows:*

<b>ENGINEERS, SCIENTISTS, AND ANALYSTS</b>		<b>Hourly Rate</b>
<b><i>Principals and Associates</i></b>		
Principal 2 .....		\$ 305
Principal 1 .....		289
Sr. Associate .....		267
Associate .....		253
<b><i>Senior, Project, and Staff Professionals</i></b>		
Senior 3 .....		253
Senior 2 .....		238
Senior 1 .....		222
Project 3 .....		204
Project 2 .....		189
Project 1 .....		176
Staff 3 .....		161
Staff 2 .....		148
Staff 1 .....		137
<b>TECHNICAL AND PROJECT SUPPORT</b>		<b>Hourly Rate</b>
<b><i>Field Operations</i></b>		
Technician 2 .....		\$ 122
Technician 1 .....		112
<b><i>Design, CAD, and Graphics</i></b>		
Engineering Designer .....		176
Sr. CAD .....		157
CAD .....		138
Sr. Graphic Designer .....		128
Graphic Designer .....		119
<b><i>Technology</i></b>		
Sr. Software Developer .....		250
Software Developer .....		219
<b><i>Technical Editing and Project Coordination</i></b>		
Sr. Technical Editor .....		140
Coordinator 3 / Technical Editor .....		128
Coordinator 2 .....		120
Coordinator 1 .....		111

## OTHER CHARGES

Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%
Legal Testimony	\$500 per hour

*Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.*

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