

RESOLUTION NO. 23-1913

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT AG 23-023 WITH ASPECT CONSULTING, INC. FOR NPDES MUNICIPAL STORMWATER PROGRAM SUPPORT

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 has contracted with Aspect Consulting, LLC (Consultant) to support its efforts to comply with several Permit requirements; and

WHEREAS, DPW seeks to further a shift in its resourcing strategy for Permit compliance work from a staff-based approach to a contractor-based approach and provide enhanced support for business owners in their efforts to comply with the City's new Permit-driven Source Control program; and

WHEREAS, DPW staff sought a proposed scope of services and fee proposal from the Consultant to provide additional support for its Education and Outreach-related Permit compliance work and provide additional support to business owners as part of the Consultant's existing Source Control program support work and found the Consultant's proposed response to this request to be appropriately defined and priced; and

WHEREAS, funding for this contract amendment will be provided by a capacity grant from the WA Department of Ecology;

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 attached Amendment No. 1 to professional services agreement AG 23-023 with Aspect Consulting, Inc. for NPDES Municipal Stormwater Program Support in substantially the same form as provided herein.

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 14th day of September, 2023.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matt McLean
City Clerk

FILED WITH THE CITY CLERK: September 8, 2023
PASSED BY THE CITY COUNCIL: September 14, 2023
RESOLUTION NO.: 23-1913

Exhibit A to Resolution 23-1913

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Aspect Consulting, LLC
Dated May 22, 2023

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and Aspect Consulting, LLC, AG 23-023 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Addendum 1".
2. Section 2 of the Agreement is hereby amended as follows:

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)~~ **three hundred, twenty-three thousand, four hundred, ninety-two dollars (\$323,492.00)**, amending 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.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

ASPECT CONSULTING, LLC

Signed: _____

Signed: _____

Printed Name: Jeff Johnson

Printed Name: _____

Title: Mayor

Title: _____

Dated: _____

Dated: _____

EXHIBIT A - ADDENDUM 1

City of Lake Forest Park NPDES Municipal Stormwater Program Support

Addendum 1 to Scope of Work Aspect Consulting LLC August 25, 2023

Introduction

This addendum is for Aspect Consulting, LLC (Aspect) to further support the City of Lake Forest Park (City) Department of Public Works (DPW) under the existing Professional Services Agreement. The work is to support the City's implementation of its Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology (Ecology).

This addendum addresses two additional activities:

1. Task 2 add-on: Spill Kits for Source Control Businesses.
2. New Task 7: Dumpster Outreach Program for Commercial Businesses.

Task 2. Source Control

Added onto this task is a spill kit program for businesses receiving source control inspections.

1. Coordination
 - Work with the City to coordinate the pickup of spill kits from City facilities and restocking as necessary.
2. Spill kit education
 - Offer spill kit to businesses during source control inspections, even if business already has one.
 - Up to 50 spill kits to be given to business on the source control inventory.
 - Provide basic spill cleanup education:
 - Show and explain the spill kit contents
 - Demonstrate how to use spill kit with a "spill" of water in the parking lot.
 - Fill out a Spill Plan with the business that is based on an existing 1-page template that Aspect uses with other Cities' spill kit programs.
3. Document completed work
 - Record activities, including the date, if a spill kit given/accepted, photograph of completed spill plan, and inspector notes on the general spill risk and preparedness by the business.
 - Write brief description of completed spill kit program activities for permit annual report.

Task 2 New Deliverables

- Record spill kit program activities in existing source control inspection tracking spreadsheet.
- Photographs of completed spill plans after filling them out with the businesses.

- One-page description of completed spill kit program activities with list of businesses to whom spill kits were given.

Task 2 Assumptions

- The City will provide spill kits at City Hall for inspector pickup in batches as needed. Pickup times for spill kits will be mutually agreed times with the City.
 - The City is currently using [PIG Spill Pack from New Pig](#).
- Education for business on how to use spill kits will be based on the [one-page instructions from New Pig](#) (available in English and Spanish).

Task 7. Dumpster Outreach Program

Task 7 is a new task and is an outreach program for dumpster use at commercial businesses. The program is part of the City's Stormwater Management Program Plan and is intended to address the Behavior Change minimum performance measure of the Permit (section S5.C.2.a.ii). The approach uses the Shut The Lid campaign developed by the [Dumpster Outreach Group](#) (DOG) and their 2021 Pilot of the Regional Dumpster Social Marketing Campaign.

The Dumpster Outreach Program will be implemented at up to 12 businesses identified by the City at two general locations that have shared dumpster use. The proposed approach has the following four main elements for community-based social marketing:

1. Prepare for program
 - Coordinate with City to identify parameters of program and list of businesses and campaign materials (stickers, signs).
2. Visit the target businesses three times in 2023.
 - First and third visits to assess dumpster conditions, meet with businesses, apply stickers and/or signs, and fill out the Dumpster Use Questionnaire with the business.
 - Second visit is for screening done just by the inspector to document dumpster conditions.
3. Develop a questionnaire for businesses about their dumpster use.
 - Questionnaire will be based on the questionnaire from the DOG Pilot program but customized for City-specific information.
 - The questionnaire will be filled out with participating businesses twice: during the first visit and the last visit of the program.
4. Document and report findings.
 - Record dumpster outreach program activities in existing source control inspection tracking spreadsheet.
 - Record answers to questionnaires in digital format.
 - Tabulate and graph results to show findings related to dumpster closure and attitudes.
 - Prepare a brief memorandum for the permit annual report that summarizes the activities and accomplishments of the Dumpster Outreach Program.
 - A draft memorandum will be prepared for City review and then finalized based on City comments prior to the annual report deadline of March 31, 2024.

Task 7 Deliverables

- Digital record of the questionnaire answers.
- Dumpster outreach tracking spreadsheet with the businesses listed

Scope of Work, Addendum 1

- Log of dumpster conditions from all three visits.
- Draft and final memorandum of Dumpster Outreach Program accomplishments and findings.

Task 7 Assumptions

- Marketing materials will be provided by the City, including stickers and signs from the *Shut The Lid* campaign
- The City will provide a list of 12 businesses for the program. The list will include the business name, address, and other contact information as available and may include more than 12 businesses to have backups.
- It is assumed that dumpster outreach visits will occur as stand-alone visits and not combined with other types of visits or inspections at businesses.
- The memorandum is scoped to be up to 6 pages.

Schedule

The schedule for the spill kit addition to Task 2 is the same as the Task 2 schedule in the original scope.

The schedule for Task 7 (new) for the Dumpster Outreach Program is planned to be as follows. Implementation as described above is dependent on receiving notice to proceed by October 23.

7. Dumpster Outreach Program Schedule	
September 1	Scope finalized
October 23	Notice to proceed
1 st visit	week of October 23
2 nd visit	week of November 27
3 rd visit	week of December 18
Reporting	December 2023 and January 2024

Budget

The budget for this addendum is \$38,492. See budget table below.

Budget Table

	Associate \$253-271	Staff 3 \$161-173	Staff 1 \$137-147	Editor \$140-150	LABOR	EXPENSES	TOTAL
Task 2. Source Control Program	20	38	38	1	\$17,127		\$17,127
Task 7 Dumpster Outreach Program	42		70	2	\$21,136	\$229	\$21,365
TOTAL	62	38	108	3	\$38,263	\$229	\$38,492

Notes:

- Expenses include mileage to be billed at federal mileage rate (currently at \$0.655).

Schedule of Charges



SCHEDULE OF CHARGES

Effective January 2023

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

ENGINEERS, SCIENTISTS, AND ANALYSTS		Hourly Rate
Principals and Associates		
Principal 2		\$ 305
Principal 1		289
Sr. Associate		267
Associate		253
Senior, Project, and Staff Professionals		
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
TECHNICAL AND PROJECT SUPPORT		Hourly Rate
Field Operations		
Technician 2		\$ 122
Technician 1		112
Design, CAD, and Graphics		
Engineering Designer		176
Sr. CAD		157
CAD		138
Sr. Graphic Designer		128
Graphic Designer		119
Technology		
Sr. Software Developer		250
Software Developer		219
Technical Editing and Project Coordination		
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.

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.