

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202011001-3

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River and Flood/907525 - CFHMP
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Collins Woerman

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202011001

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): 202208025

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): RFQ 16-01 Cost Center: 722007

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
 - Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 - Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 - Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 40,000
 This Amendment Amount:
 \$ 100,000
 Total Amended Amount:
 \$ 140,000

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:
 Continued assistance in planning, facilitation, and technical support of Floodplain Integrated Planning (FLIP) reach team meetings.

Term of Contract: Not to Exceed Expiration Date: December 31, 2024

- Contract Routing:
- | | |
|---|-------------------------|
| 1. Prepared by: <u>Deb Johnson</u> | Date: <u>03/30/23</u> |
| 2. Attorney signoff: <u>K Frakes</u> | Date: <u>4/6/2023</u> |
| 3. AS Finance reviewed: <u>A Martin</u> | Date: <u>4/6/2023</u> |
| 4. IT reviewed (if IT related): _____ | Date: _____ |
| 5. Contractor signed: _____ | Date: _____ |
| 6. Submitted to Exec.: _____ | Date: _____ |
| 7. Council approved (if necessary): <u>AB2023-279</u> | Date: <u>04/25/2023</u> |
| 8. Executive signed: <u>Satpal Sidhu</u> | Date: <u>5/1/2023</u> |
| 9. Original to Council: _____ | Date: _____ |

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**ELIZABETH KOSA
DIRECTOR**



RIVER AND FLOOD
322 N. Commercial Street, Suite 201
Bellingham, WA 98225-4042
Phone: (360) 778-6230
(360) 778-6231
www.whatcomcounty.us

MEMORANDUM

DATE: March 31, 2023

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Elizabeth Kosa, Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager *PJH*
Gary S. Stoyka, Natural Resources Manager *GStoyka*

RE: Contract Amendment #3 for Services with Collins Woerman Company - FLIP Reach Team Meeting Planning, Facilitation, and Technical Support

Enclosed are two (2) originals of an amendment to the Contract for Services between Collins Woerman Company and the Whatcom County Flood Control Zone District for your review and signature.

▪ **Background and Purpose**

Steve Moddemeyer of Collins Woerman was retained as a subcontractor to Kulshan Services, LLC in December 2019 to support the planning and facilitation of the Floodplain Integrated Planning (FLIP) reach team meetings (Contract No. 201611013). The ongoing FLIP process will lead to an update of the Lower Nooksack River Comprehensive Flood Hazard Management Plan that integrates the multiple management needs within the floodplain (fish, farm and flood).

The FLIP Steering Committee determined that ongoing planning and facilitation support was needed for reach team meetings. The contract with Kulshan Services, LLC was spent out and not renewed. A new contract with Collins Woerman was executed on October 21, 2020 to meet the ongoing planning, facilitation, stakeholder involvement, and technical support needs of the FLIP process (Contract No. 202011001). Collins Woerman has delivered high quality work products and has been responsive thus far to the County's needs. The Collins Woerman contract was extended twice, once in December 2021 and once in December 2022.

The proposed Amendment #3 supplements the original contract for ongoing support to the FLIP process and extends the contract to December 31, 2024. In addition, Carol MacIlroy of Carol MacIlroy Consulting will be added as subcontractor to Collins Woerman. Carol has been involved in the FLIP process for multiple years with funding

through Floodplains by Design (FbD) to provide a regional perspective on integrated basin-specific planning processes. FbD grant funding is no longer available to support Carol for participation in basin-specific planning. The FLIP Steering Committee recognizes the value provided from this regional perspective and supports continuing her involvement in the FLIP process.

In response to the November 2021 floods, the State legislature included a budget proviso in the supplemental budget that provides funding support for the FLIP process in the amount of \$500,000 through June 30, 2023, administered by the Washington Department of Ecology (WA DOE).

▪ **Funding Amount and Source**

The proposed amendment is for \$100,000 for a total amended contract amount of \$140,000. Funding from the WA DOE proviso will support contract work through June 30, 2023. Additional funding for the Nooksack FLIP work is included in the State's budget proposal for the 2023-25 biennium, and would fund the additional contract expenses through December 31, 2024 if it is included in the final state budget. The 2023 FCZD budget has adequate expenditure authority to fund the proposed amendment.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**AMENDMENT NO. 3
TO
CONTRACT FOR SERVICES BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE
DISTRICT AND COLLINS WOERMAN COMPANY**

THIS AMENDMENT is to the Contract between the Whatcom County Flood Control Zone District, hereinafter referred to as the "County", and Collins Woerman Company, a consulting company hereinafter referred to as the "Contractor", dated October 21, 2020, and designated "Whatcom County Contract No. 202011001". In consideration of the mutual benefits to be derived, the parties agree to the following:

WITNESSETH

WHEREAS, the County has entered into an agreement with the Contractor dated October 21, 2020, to provide ongoing support to the Floodplain Integrated Planning (FLIP) process as needed for facilitation and stakeholder involvement in the amount of \$40,000; and

WHEREAS, the County amended the original Contractor agreement on December 27, 2021 (Amendment No. 1) to extend the contract through December 2022; and

WHEREAS, the County amended the original Contractor agreement again on December 23, 2022 (Amendment No. 2) to extend the contract through December 2023; and

WHEREAS, ongoing support for facilitation and stakeholder involvement will be needed through 2024; and

WHEREAS, the State of Washington has been providing grant funding through the Floodplains by Design program to Carol MacIlroy from Carol MacIlroy Consulting to provide a regional perspective on integrated floodplain management through participating in the FLIP process for the Nooksack and similar processes in other basins; and

WHEREAS, this funding is no longer available to support basin-specific planning; and

WHEREAS, the FLIP Steering Committee recognizes the value provided from this regional perspective and supports continuing her involvement in the FLIP process; and

WHEREAS, the Contractor has delivered a quality product and has been responsive thus far to the County's needs; and

WHEREAS, the County has requested the Contractor to perform additional services and desires to revise the scope of work, contract amount, contract expiration date, and contract rates; and

NOW, THEREFORE, County and Contractor agree to modify the Agreement as follows:

1. SCOPE OF WORK

The scope of work is amended and attached hereto as Exhibit A-2 to include the updated period of performance, subcontractor, and number of meetings.

2. PERFORMANCE

As consideration for the services provided by the Contractor, the County agrees to reimburse the Contractor for services rendered under this amendment at a sum not to exceed \$100,000 DOLLARS based on the cost breakdown detailed in Exhibit B-2, attached hereto and incorporated herein by reference. Hourly rates shall increase per Exhibit B-2. The revised contract amount is \$140,000.

3. TIME SCHEDULE

The duration of this Agreement shall be extended to December 31, 2024.

This Amendment shall be made part of W.C. Contract No. 202011001 by and between Whatcom County Flood Control Zone District and Collins Woerman Company. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County Flood Control Zone District and Collins Woerman Company have executed this Amendment on the date and year below written.

DATED this _____ day of 5/1/2023, 2023.

CONTRACTOR INFORMATION:

Collins Woerman Company
710 2nd Ave #1400
Seattle, WA 98104

Contact Name: Steve Moddemeyer
Contact Phone: (206) 605-2559
Contact Email: smoddemeyer@collinswoerman.com

CONTRACTOR:

Collins Woerman Company

DocuSigned by:
 4/27/2023
1A420A03E44D405...
Mark Woerman, Principal Date

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

DocuSigned by:
Elizabeth Kosa 5/1/2023
870E242DD76C408...
Elizabeth Kosa, Public Works Director Date

Approved as to form:

/S/Karen Frakes by Paula Harris 4/6/23
Karen Frakes, Chief Civil Deputy Prosecuting Attorney Date

Approved:

Accepted for Whatcom County Flood Control Zone District:

DocuSigned by:
By: Satpal Sidhu 5/1/2023
1192C7C19B664E3...
Satpal Sidhu, Whatcom County Executive, acting for the Whatcom County Flood Control Zone District Board of Supervisors

Exhibit A-2 Scope of Work

Collins Woerman will provide facilitation, planning, and support services to the Whatcom County Public Works, River and Flood Division, in support of the Floodplains Integrated Planning (FLIP) process through December 31, 2024.

The team consists of Steve Moddemeyer, Project Manager and facilitator from Collins Woerman Company and Carol MacIlroy, facilitator from Carol MacIlroy Consulting, as a subconsultant to Collins Woerman.

Tasks:

- Participation in FLIP Steering Committee meetings (20-25 meetings)
- Planning, facilitation, and technical support for FLIP Reach Team meetings (5-10 meetings)
- Incidental facilitation, support, and process guidance as requested

Assumptions:

- The majority of work and meetings will take place remotely via Zoom, phone, and email. In-person meetings will occur periodically throughout the contract period for which mileage and per diem rates will be paid for per Exhibit B-2 with the assumption that total compensation for labor and expenses will not exceed the contract amount.

Exhibit B-2 Compensation

As consideration for the services provided pursuant to Exhibit A-2, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided in the Rate Schedule provided below. Other reasonable expenses, as determined by the County, incurred in the course of performing the duties herein shall be reimbursed. Mileage is to be reimbursed at the IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Reimbursement for air travel will be at coach rates. The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the amended contract amount of \$140,000. Any work continuing after the completion date of the amended contract, unless otherwise agreed upon in writing, will be at the Contractor's expense. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost.

Services of the subconsultant to Collins Woerman, will be billed to the County at a multiple of one point one (1.10) times the amount billed to Collins Woerman for such services.

The estimated costs for this project are based on current rates for Collins Woerman and Carol MacIlroy Consulting. These rates, however, are subject to annual adjustment. Collins Woerman will provide written notice to the County in advance of any rate increases.

Rates and Estimated Hours:

Steve Moddemeyer	\$235/hour	247 hours
Carol MacIlroy	\$155/hour	258 hours

Travel Amount: \$1,900

Total Amendment 3 Project Cost: \$100,000

Revised Contract Amount: \$140,000