



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

**202411028**

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	River & Flood / 907550 (Flood Hazard Reduction)
Contract or Grant Administrator:	Julie Anderson, River & Flood Manager
Contractor's / Agency Name:	Black and Veatch Corporation
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): 202311031 and 202408032 Is this contract the result of a RFP or Bid process? Contract Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP# 24-85 Cost Center: 722002 and 723007 Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 302,038.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ 302,038.00 Summary of Scope:	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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.
Black and Veatch Corporation to provide engineering and technical consulting services in the implementation and administration of current HMGP elevation and acquisition grants awarded under FEMA's Hazard Mitigation Assistance (HMA) Grant Programs.	
Term of Contract: Not to exceed	Expiration Date: 10/31/2026

Contract Routing:	1. Prepared by: Julie Anderson	Date: 11/15/2024
	2. Attorney signoff: Christopher Quinn	Date: 11/15/2024
	3. AS Finance reviewed: bbennett	Date: 11/15/2024
	4. IT reviewed (if IT related): Initial	Date: _____
	5. Contractor signed: 	Date: _____
	6. Executive contract review: DocuSigned by: 	Date: 12/9/2024
	7. Council approved, if necessary: AB2024-820	Date: 12/3/2024
	8. Executive signed: Satpal Saini	Date: 12/9/2024
	9. Original to Council: T192C7C18B664E3...	Date: _____

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**ELIZABETH KOSA  
DIRECTOR**



**River and Flood Division**  
322 N Commercial St.  
Bellingham, WA 98225  
Phone: 360-778-6230

**MEMORANDUM**

**TO:** The Honorable Satpal Singh Sidhu, Whatcom County Executive, and The Honorable Members of the Whatcom County Council, collectively serving in their capacity as the Whatcom County Flood Control Zone District Board of Supervisors.

**THROUGH:** Elizabeth Kosa, Public Works Director *LBF*

**FROM:** Julie Anderson, River and Flood Manager *JMA*  
Gary Stoyka, Natural Resources Manager *GS*

**RE:** Black & Veatch Corporation – Engineering Services Contract  
FEMA HMGP Grant Administration and Technical Support

**DATE:** November 15, 2024

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Please find enclosed for your review, two (2) originals of a contract for services between the Whatcom County Flood Control Zone District (FCZD) and Black & Veatch Corporation for your review and approval.

**Requested Action**

Public Works respectfully requests that the County Council, acting as the FCZD Board of Supervisors, enter into a contract with Black & Veatch Corporation to provide engineering and technical consulting services in the implementation and administration of current HMGP elevation and acquisition grants awarded under FEMA's Hazard Mitigation Assistance (HMA) Grant Programs and assistance applying for future HMA grants if additional funding becomes available.

**Background and Purpose**

In response to the devastating flood events within Whatcom County in 2021, the FCZD pursued and was awarded grant funding under FEMA's suite of HMGP grants. Black and Veatch will provide engineering and technical consulting services to assist the FCZD in the implementation and administration of MGP elevation and acquisition grants programs.

**Funding and Source**

The proposed contract amount is \$302,038.00. The 2024-25 FCZD Budget has adequate budget authority for this work. Costs associated with this scope of work are eligible for reimbursement.

Please contact Julie Anderson at extension 6258, if you have any questions or concerns regarding the terms of this Contract.

Whatcom County Contract No.  
202411028

**CONTRACT FOR SERVICES**  
**Between Whatcom County Flood Control Zone District and Black & Veatch Corporation**

Black & Veatch Corporation, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,  
Exhibit A (Scope of Work), pp. 14 to 26,  
Exhibit B (Compensation), pp. 27 to 33,  
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 4th day of December, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 2026.

The general purpose or objective of this Agreement is to: provide engineering and technical consulting services in the implementation and administration of the County's awarded HMGP grants, as well as assist with preparing future FEMA Hazard Mitigation Assistance (HMA) grant applications and performing Benefit Cost Analyses (BCAs) as required, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 302,038.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 12/9/2024 day of December, 2024.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

**CONTRACTOR:**

Black & Veatch Corporation

Pat Huston 12/6/2024  
Pat Huston, Associate Vice President

**CONTRACTOR INFORMATION:**

Black & Veatch Corporation  
Pat Huston, Associate Vice President

Address:  
701 5th Avenue, Suite 4200  
Seattle, WA 98104

Mailing Address:  
701 5th Avenue, Suite 4200  
Seattle, WA 98104

**WHATCOM COUNTY:**

**Recommended for Approval:**

 12/7/2024  
\_\_\_\_\_  
870F242DD76C408...  
Elizabeth Kosa, Public Works Director Date

**Approved as to form:**

 12/9/2024  
\_\_\_\_\_  
EC466EF5C88B4FD...  
Christopher Quinn, Date  
Chief Civil Deputy Prosecuting Attorney

**Approved:**

Accepted for Whatcom County Flood Control Zone District:

 12/9/2024  
\_\_\_\_\_  
DocuSigned by:  
1492C7C48B664E3...  
By: Satpal Singh Sidhu, Whatcom County Executive

## GENERAL CONDITIONS

### ***Series 00-09: Provisions Related to Scope and Nature of Services***

#### **0.1 Scope of Services:**

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### ***Series 10-19: Provisions Related to Term and Termination***

#### **10.1 Term:**

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### **10.2 Extension:**

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### **11.1 Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### **11.2 Termination for Reduction in Funding:**

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### **11.3 Termination for Public Convenience:**

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

**Series 20-29: Provisions Related to Consideration and Payments**

**20.1 Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

**21.1 Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**22.1 Withholding Payment:**

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

**23.1 Labor Standards:**

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

**30.1 Independent Contractor:**

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

**30.2 Assignment and Subcontracting:**

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

**30.3 No Guarantee of Employment:**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

**31.1 Ownership of Items Produced and Public Records Act:**

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

**31.2 Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

**32.1 Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

**33.1 Right to Review:**

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

**34.1 Insurance**

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Professional Liability**

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

### 3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence  
 \$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

### 4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom

County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of,

presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Julie Anderson, River and Flood Manager  
Whatcom County Public Works  
322 N. Commercial Street, Suite 120  
Bellingham, WA 98225-4042  
[jmanders@co.whatcom.wa.us](mailto:jmanders@co.whatcom.wa.us)  
360.778.6258

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To [Party 1]: Whatcom County Flood Control Zone District

Address: 322 N. Commercial St., Suite 120  
Bellingham, WA 98225

Attention: Julie Anderson, River and Flood Manager

Telephone: (360) 778-6258

Email: [jmanders@co.whatcom.wa.us](mailto:jmanders@co.whatcom.wa.us)

To [Party 2]: Black & Veatch Corporation

Address: 701 5<sup>th</sup> Avenue, Suite 4200  
Seattle, WA 98104

Attention: Pat Houston

Telephone: (913) 458-7346

Email: [hustonp@bv.com](mailto:hustonp@bv.com)

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

**Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Representations and Remedies:

Contractor makes no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities, and remedies with respect to the Services shall be exclusively those expressly set forth in this Agreement and are in lieu of any others available at law or otherwise.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

**Task 1: Project Kickoff**

Black & Veatch understands that the County is seeking grant implementation and administration support for two elevation programs through FEMA's Hazard Mitigation Grant Program (HMGP) (DR-4635-01 and DR-4635-02). The following deliverables will be included under Task 1.

**Task 1 Deliverables:**

- **HMGP Kickoff Meeting**  
Upon project award, Black & Veatch will schedule a virtual kickoff meeting with the County within one week of an executed contract. Prior to the meeting, Black & Veatch will request and review the County's Standard Operating Procedure (SOP) (or similar document) to obtain a firm understanding of how the County has been managing the grants already in progress.
- During this meeting, the County will present an overview of its grant management program, each grant year's program, detailing the number of participating homes, schedule, funding requirements, and other relevant information for each program and a summary of each property's status (elevation or acquisition). Black & Veatch will request all paperwork, in electronic format, for the associated 4635-01 (elevations) grant and the properties participating to review and obtain an understanding of where each property is in the process. At this meeting, the County will share updates, if available, on 4635-02 (elevations) and 4635-03 (acquisitions). Together with the County, Black & Veatch will establish a communication protocol for all grant-related correspondence and the County's invoice requirements and format (i.e. separate invoice per grant program) prior to proceeding with managing the 4635-01 (elevations) grant program as outlined below.
- Discuss with the County WAEMD and FEMA Region X requirements and determine a communication protocol when contacting WAEMD and/or FEMA

**Task 2 HMGP 4481-01 (Acquisitions) Benefit-Cost Analysis**

Under this task, Black and Veatch will perform a QA/QC review of any BCA identified by the County for such a review. This task has assumed a maximum of 1.5 hours per review for up to 10 BCA's.

**Task 2 Deliverables**

**Benefit-Cost Analysis**

- The County will provide the requested data to complete the BCAs.
- Black & Veatch will perform the BCA review in accordance with the RFI and FEMA guidelines.
- A QA/QC review form will be completed for each BCA that is reviewed that documents all findings and recommendations.

**Task 3: HMGP 4635-01 (Elevations)**

The County has been awarded grant funding to elevate 12 flood prone properties in the County. Black & Veatch will provide grant management and administration support to the County to implement this project.

**Task 3 Deliverables**

**Project Initiation**

- After review of the materials provided at the kickoff meeting described in Task 1, Black & Veatch will schedule a follow-up virtual meeting with the County and the Disaster Recovery Group to discuss the review and gain further clarity on the 4635-01 elevation project.
- Discuss and finalize the draft Standard Operating Procedures (SOP) prepared by the County to get an understanding of how the elevation process will be implemented, the roles and responsibilities of the County, Black & Veatch, the Disaster Recovery Group, the homeowners, and the contractors.
- Discuss the draft homeowner agreement prepared by the County and finalize to distribute to homeowners at the kickoff meeting.

- Identify dates for the kickoff and one-on-one meetings.

#### Project SharePoint Site

- To streamline the elevation program and ensure its success, Black & Veatch will establish a Microsoft SharePoint or OneDrive platform for managing all documentation, data, and information pertinent to program administration. The County (or the Disaster Recovery Group) will have the responsibility of gathering and digitizing all homeowner documentation and uploading it to the SharePoint or OneDrive site. Black & Veatch will maintain a copy of these files and submit to WAEMD.

#### Homeowner and Contractor Documentation Development

- Black & Veatch will prepare a presentation and all necessary forms for a homeowner kickoff workshop. The County will review all materials prior to the workshop.
- Homeowner forms will include a checklist of documentation and resources for each homeowner to assist with the submittal of required information to participate in the grant, FEMA and WAEMD required homeowner forms.
- Black & Veatch will prepare a presentation and all necessary forms for the contractor kickoff workshop. The County will review all materials prior to the workshop.
- Contractor forms will include a checklist of documentation and resources for the contractors to use when preparing cost estimates and completing elevations.

#### Elevation Guidebook

- Black & Veatch will prepare a draft elevation guidebook that will be used by the County, homeowners, and contractors throughout the elevation process. Black & Veatch will submit the draft guidebook to the County for one round of review (in Word track changes) and approval prior to distributing to homeowners and contractors.
- The guidebook will include an overview of the elevation process and grant schedule, requirements of the grant, reference documents, and any additional information deemed necessary by the County.
- The guidebook will be finalized prior to the kickoff workshops and will be distributed at the workshops.

#### Homeowner and Contractor Kickoff Workshop

- The County will provide contact information for each homeowner and Black & Veatch will contact the homeowners to notify them of the kickoff workshop and one-on-one meetings.
- Contractors will be invited to this workshop as well. Black & Veatch will notify the contractors and invite them to the workshop.
- The in-person homeowner kickoff workshop will be led by Black & Veatch. The primary purpose of this workshop is to outline and explain the grant program in detail, discuss the timeline, required paperwork, and reporting standards.
- The County will provide meeting room space to accommodate and conduct the kickoff workshop and is responsible for any requests for resources to achieve ADA compliance for meetings.

#### Individual Homeowner Meetings

Black & Veatch will coordinate with the homeowners to set up one-on-one meetings following the kickoff workshop. These meetings will be held the same week as the workshop and will allow the homeowners to meet with Black & Veatch to answer questions related to the elevations and receive help in completing the required forms.

- These meetings will be held in-person at the County's office or a central location to the homeowners. If a homeowner requests a virtual meeting, then Black & Veatch will provide a call-in number to the homeowner.
- The County will provide meeting room space to accommodate and conduct the homeowner meetings and is responsible for any requests for resources to achieve ADA compliance for meetings.

#### Scope of Work Reviews

- Once a homeowner selects their contractor, Black & Veatch will virtually meet with each homeowner and the Recovery Group to review the contractor scope of work for grant compliance.
- We will also review and confirm that the budget is within grant limits and identify any costs that will not be reimbursable under the grant.
- Black & Veatch will send the scopes of work to WAEMD for approval prior to homeowners proceeding with their elevation. It is required that grant-ineligible items be noted on a separate invoice.
- The County is responsible for working with the homeowners regarding any engineering and permitting associated with the properties, this includes local, state and federal permits. If a state or federal permit is needed, the County must show proper documentation that a state or federal permit is needed or not needed.
- The County will assist in completing drive-by inspections of properties in the grant program to document progress and take pictures of properties, if needed.

- Black & Veatch will not be responsible for approving the design of the elevation to verify it meets FEMA guidance and local codes/permits; this is the responsibility of the County. The County will be responsible for conducting permitting, construction inspections for permits and code compliance, and/or zoning board approvals, and all required site visits and permit inspections.
- Availability of county and municipal key personnel and subject matter experts is critical to obtaining the information required for the overall success of this project. Information presented by the County's subject matter experts will be accepted as factual and no confirmation will be made.
- Documentation pertinent to the execution of the grant program, such as deeds, property records, procurement documents, permits, and other applicable files should be made available to Black & Veatch by the County for review in hard copy or electronic format upon request within five business days of the initial request. Failure to meet deadlines may result in changes to delivery deadlines and project cost.

#### Quarterly Reporting

- The County will prepare draft quarterly reports and Black & Veatch will review prior to the County submitting to WAEMD.
- The County will be fully responsible for tracking any in-kind documentation they may be utilizing for this grant. Black & Veatch will provide a sample spreadsheet to track in-kind services.

#### County Coordination

- Black & Veatch will coordinate with the Disaster Recover Group and the County, as appropriate, throughout the elevation process.

#### Milestone Reimbursement Requests

- Together, Black & Veatch and the County will develop a reimbursement protocol, schedule, and expectations for homeowners.
- Black & Veatch will work with the County to prepare reimbursement requests (four per property). When all required information is received, we will compile reimbursement requests in accordance with the mutually agreed upon schedule with WAEMD. Prior to submitting to WAEMD, Black & Veatch will provide the reimbursement package to the County for their review, approval, and signature. The County will be responsible for uploading and submitting the request to WAEMD.

#### Grant Closeout

- When all properties in the project have been elevated and all reimbursement requests have been completed, Black & Veatch will work with the County and WAEMD to complete grant closeout. Black & Veatch will prepare a draft grant closeout letter for the County following WAEMD's requirements.
- Black & Veatch will prepare all draft reports and forms as may be required for the grant submittals and closeouts. The County will review, finalize, sign, and submit the grant closeout letter and required documentation to WAEMD. All final elevation photographs, insurance verification, deed restrictions, and final grant documentation will be collected by Black & Veatch and submitted to WAEMD.

#### Project Management

- This includes maintaining the critical path for the project, invoicing, and preparing monthly progress reports that will document the percentage of work completed under each phase during the reporting period. As Project Manager, Rob will coordinate with Whatcom County on project scope, schedule and any needs for course correction. As Contract Manager, Eric Sturtz will be responsible for cost control on this project and will coordinate closely with Rob on overall project management.

### Task 4: BCA Support

In the event the County receives request for information (RFI), Black & Veatch will perform a review of the BCAs prior to submitting the response to WAEMD and FEMA. For billing and accounting purposes, this task will be split into 2 subtasks. Subtask 4A will be for BCA support on project 4635-02 (Elevations) and subtask 4B will be for support on project 4635-03 (Acquisitions).

#### Task 4 Deliverables (Both 4A and 4B)

##### Benefit-Cost Analysis

- The County will provide the full BCA package (e.g., BCA memo, maps, and BCA export files) to Black & Veatch.
- Black & Veatch will refer the BCA package and provide comments as necessary.
- The County will coordinate with the consultant performing the BCAs to address the necessary comments.
- This process will continue until Black & Veatch determines the BCA is completed in accordance with FEMA requirements and guidelines.

## Task 5: HMGP 4635-02 (Elevations)

Upon the County's award of the 4635-02 elevation grant, Black & Veatch will work with the County and Disaster Recovery Group to implement and manage this grant.

### Task 5 Deliverables

#### Project Initiation

- Black & Veatch will coordinate with the County's project manager to kick-off each grant award. Rob Flaner and Heather Apgar will arrange for a virtual kickoff meeting with the County's project team to discuss the grant programs. The focus of the meeting will be to understand the remaining grant timeline, learn about any identified issues to date, and obtain grant documentation. Together, the County and Black & Veatch will determine a communication protocol for the project. In addition, we will implement the SOP finalized in Task 2.
- Identify dates for the kickoff and one-on-one meetings.

#### Project SharePoint Site

- To streamline the elevation program and ensure its success, Black & Veatch will establish a Microsoft SharePoint or OneDrive platform for managing all documentation, data, and information pertinent to program administration. The County (or the Disaster Recovery Group) will have the responsibility of gathering and digitizing all homeowner documentation and uploading it to the SharePoint or OneDrive site. Black & Veatch will maintain a copy of these files and submit to WAEMD.

#### Homeowner and Contractor Documentation Development

- Black & Veatch will prepare a presentation and all necessary forms for a homeowner kickoff workshop. The County will review all materials prior to the workshop.
- Homeowner forms will include a checklist of documentation and resources for each homeowner to assist with the submittal of required information to participate in the grant, FEMA and WAEMD required homeowner forms.
- Black & Veatch will prepare a presentation and all necessary forms for the contractor kickoff workshop. The County will review all materials prior to the workshop.
- Contractor forms will include a checklist of documentation and resources for the contractors to use when preparing cost estimates and completing elevations.

#### Homeowner and Contractor Kickoff Workshop

- The County will provide contact information for each homeowner and Black & Veatch will contact the homeowners to notify them of the kickoff workshop and one-on-one meetings.
- Contractors will be invited to this workshop as well. Black & Veatch will notify the contractors and invite them to the workshop.
- The in-person homeowner kickoff workshop will be led by Black & Veatch. The primary purpose of this workshop is to outline and explain the grant program in detail, discuss the timeline, required paperwork, and reporting standards.
- The County will provide meeting room space to accommodate and conduct the kickoff workshop and is responsible for any requests for resources to achieve ADA compliance for meetings.

#### Individual Homeowner Meetings

- Black & Veatch will coordinate with the homeowners to set up one-on-one meetings following the kickoff workshop. These meetings will be held the same week as the workshop and will allow the homeowners to meet with Black & Veatch to answer questions related to the elevations and receive help in completing the required forms.
- These meetings will be held in-person at the County's office or a central location to the homeowners. If a homeowner requests a virtual meeting, then Black & Veatch will provide a call-in number to the homeowner.
- The County will provide meeting room space to accommodate and conduct the homeowner meetings and is responsible for any requests for resources to achieve ADA compliance for meetings.

#### Scope of Work Reviews

- Once a homeowner selects their contractor, Black & Veatch will virtually meet with each homeowner and the Recovery Group to review the contractor scope of work for grant compliance.
  - We will also review and confirm that the budget is within grant limits and identify any costs that will not be reimbursable under the grant.
  - Black & Veatch will send the scopes of work to WAEMD for approval prior to homeowners proceeding with their elevation. It is required that grant-ineligible items be noted on a separate invoice.
- The County is responsible for working with the homeowners regarding any engineering and permitting associated with the properties,

#### Contract for Services

Black and Veatch, HMGP Assistance

this includes local, state and federal permits. If a state or federal permit is needed, the County must show proper documentation that a state or federal permit is needed or not needed.

- The County will assist in completing drive-by inspections of properties in the grant program to document progress and take pictures of properties, if needed.
- Black & Veatch will not be responsible for approving the design of the elevation to verify it meets FEMA guidance and local codes/permits; this is the responsibility of the County. The County will be responsible for conducting permitting, construction inspections for permits and code compliance, and/or zoning board approvals, and all required site visits and permit inspections.
- Availability of county and municipal key personnel and subject matter experts is critical to obtaining the information required for the overall success of this project. Information presented by the County's subject matter experts will be accepted as factual and no confirmation will be made.
- Documentation pertinent to the execution of the grant program, such as deeds, property records, procurement documents, permits, and other applicable files should be made available to Black & Veatch by the County for review in hard copy or electronic format upon request within five business days of the initial request. Failure to meet deadlines may result in changes to delivery deadlines and project cost.

#### Quarterly Reporting

- The County will prepare draft quarterly reports and Black & Veatch will review prior to the County submitting to WAEMD.
- The County will be fully responsible for tracking any in-kind documentation they may be utilizing for this grant. Black & Veatch will provide a sample spreadsheet to track in-kind services.

#### County Coordination

- Black & Veatch will coordinate with the Disaster Recover Group and the County, as appropriate, throughout the elevation process.

#### Milestone Reimbursement Requests

- Together, Black & Veatch and the County will develop a reimbursement protocol, schedule, and expectations for homeowners
- Black & Veatch will work with the County to prepare reimbursement requests (four per property). When all required information is received, we will compile reimbursement requests in accordance with the mutually agreed upon schedule with WAEMD. Prior to submitting to WAEMD, Black & Veatch will provide the reimbursement package to the County for their review, approval, and signature. The County will be responsible for uploading and submitting the request to WAEMD.

#### Grant Closeout

- When all properties in the project have been elevated and all reimbursement requests have been completed, Black & Veatch will work with the County and WAEMD to complete grant closeout. Black & Veatch will prepare a draft grant closeout letter for the County following WAEMD's requirements.
- Black & Veatch will prepare all draft reports and forms as may be required for the grant submittals and closeouts. The County will review, finalize, sign, and submit the grant closeout letter and required documentation to WAEMD. All final elevation photographs, insurance verification, deed restrictions, and final grant documentation will be collected by Black & Veatch and submitted to WAEMD.

#### Project Management

- This includes maintaining the critical path for the project, invoicing, and preparing monthly progress reports that will document the percentage of work completed under each phase during the reporting period. As Project Manager, Rob will coordinate with Whatcom County on project scope, schedule and any needs for course correction. As Contract Manager, Eric Sturtz will be responsible for cost control on this project and will coordinate closely with Rob on overall project management.

### Task 6: Grant Writing, Implementation, and Administration of Future HMA Grants

The following provides an overview of the methodology Black & Veatch will use to draft HMA grant applications. They will support the County in developing BCAs, as needed, to integrate into the applications. Additionally, they can support the County in implementing and managing grants awarded to the County.

#### Task 6 Deliverables

##### Grant Writing

- Meet with the County to go over the grant program, discuss the application process and WAEMD requirements, and data needed to support the application.
- Black & Veatch will prepare a checklist for the County to refer to when compiling the requested information and data needed for the application.

##### Contract for Services

Black and Veatch, HMGP Assistance

- Black & Veatch will set up a shared drive (e.g., Microsoft OneDrive) to share and exchange documents with the County.
- If the project involves individual property owners, Black & Veatch will hold a virtual informational webinar to explain the process and go over the required documents needed for the grant application.
- Black & Veatch will draft the grant application for the identified project. This includes letters to regulatory agencies for EHP review, technical memorandums and maps to include as attachments to the application, and FEMA or state required forms for the County to review and sign.
- The County will provide access to Black & Veatch to their FEMA GO account.
- The County will be responsible for the submittal of the complete application to the State.
- If BCAs are requested, Black & Veatch will conduct the BCA and provide the necessary files and documentation to include in the application.
- Black & Veatch will work with the County to address any requests for additional information from WAEMD and/or FEMA.
- The County will be responsible for reviewing, approving, and submitting portions of the application that required additional information.
- For acquisitions, the County will provide best available data to determine market value of homes included in the grant application. The County will also provide input in preparing cost estimates.
  - The County will provide electronic copies of all required homeowner documentation to Black & Veatch.
  - The County will send the letters to required regulatory agencies and pay the appropriate fees to support the EHP section of the grant application.
- For elevations, the County and proposed property owners will provide construction quotes from elevation contractors utilized in previous grant application cost estimates, or recently obtained to support elevation projects in the County.
  - The County will provide first floor elevations for each property included in the application.
  - The County will provide electronic copies of all required homeowner documentation to Black & Veatch.
  - The County will send the letters to required regulatory agencies and pay the appropriate fees to support the EHP section of the grant application.
- Submitting a grant application does not guarantee funding. If the application is awarded, any preaward costs are eligible for reimbursement. If the application is not awarded, costs associated with developing the application are not reimbursable.

#### Grant Implementation and Administration

- Conduct a kickoff meeting with the County Project Manager and other key staff to discuss the proposed program process.
- Develop a draft SOP for the County to review and approve. Once approved, we will finalize the SOP. The SOP will define roles and responsibilities for the County and Black & Veatch and outline the terms of the grant.
- Develop a Microsoft OneDrive project page for the management of documents, data, and information related to grant administration and project management.
- Evaluate opportunities and requirements to provide technical assistance, quality assurance and assist in maximizing reimbursements.
- Work in direct coordination & collaboration with the local officials throughout the grant process.
- Provide financial duties, including preparing and submitting reimbursement requests, and program compliance implementation.
- Support the County throughout the implementation process by monitoring and reporting on the project status.
- Coordination with the County Project Manager and other key staff, contractors, subcontractors, FEMA, and WAEMD.
- Lead correspondence with WAEMD throughout the period of performance.
- Provide monthly project status updates to the County.
- Assist with the preparation of the quarterly report for the grant, as needed.
- Assist with development and submissions of any appeals, period of performance extension requests, change orders, or scope of work changes.
- Assist the County with preparing and submitting grant closeout documentation.

#### Task 7: Substantial Damage Response Plan (SDRP)

Under this task, Black & Veatch will provide the County support to complete the SDRP in compliance with the CRS requirements specified in Section 510.d of the 2021 Addendum to the 2017 CRS Coordinators manual as requested by the County.

#### Task 7 Deliverables

The following deliverables will be completed upon the County's request.

Data Collection/Review

Contract for Services  
Black and Veatch, HMGP Assistance

- Prior to meeting with the County, Black & Veatch will request and review the County's draft SDRP to obtain a firm understanding of progress made, what steps have been completed, and what steps remain.
- Black & Veatch will review the draft plan against the CRS requirements of Section 510.d of the CRS Coordinator's Manual which will help them determine an approach to completing the plan.

#### Virtual Kickoff Meeting

- During the meeting, the County will provide an update on the process and the project schedule and its understanding of the use and application of the SDRP. Based on feedback from the County, Black & Veatch will develop an approach to completing the plan to submit to FEMA Region X and Verisk (FEMA CRS administration Contractor) for review and approval.

#### Finalize SDRP

- Based on Black & Veatch's review and the outcome of the kickoff meeting, Black & Veatch will work with the County to prepare a final draft of the SDRP for County review.
- Black & Veatch will address the County's comments and will prepare the final deliverable and submit to the County.
- Black & Veatch will submit the final SDRP to Verisk for review and scoring under the CRS program.



**Black & Veatch Corporation**  
 701 5th Ave, Suite 4200, Seattle, WA 98104  
 P 913-458-7346 E [flanerrb@bv.com](mailto:flanerrb@bv.com)

## Schedule

Below is the proposed timeline for our services outlined above and have been developed in accordance with our interpretation of the RFP and discussions with the County. Adjustments to these timelines may be necessary in response to changes in federal and state regulations, as well as the level of cooperation and involvement of county and municipal agencies, and homeowners. Should the County receive an extension in the performance period from FEMA, the schedule and fee will be modified accordingly.

	2024		2025												2026												2027												2028					
Project Tasks and Deliverables	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Task 1   Project Kickoff																																												
Signed contract																																												
Initial meeting with County																																												
Task 2   HMGP 4481-01 (Acquisitions) BCAs																																												
County submits request to FEMA and WAEMD to add additional properties																																												
FEMA and WAEMD approves request																																												
BCAs completed by County's consultant																																												
BCAs provided to Black & Veatch for review																																												
Black & Veatch reviews BCAs																																												
Task 3   HMGP 4635-01 (Elevations)																																												
Project Initiation																																												
Project SharePoint site																																												
Homeowner and Contractor Documentation Development																																												
Elevation Guidebook																																												
Homeowner Kickoff Workshop																																												
Contractor Kickoff Workshop																																												
Individual Homeowner Meetings																																												
Scope of Work Reviews																																												
Reimbursement Requests																																												
Quarterly Reporting																																												
County Coordination																																												
Grant Closeout																																												
Task 4   BCA Support																																												
County provides full BCA packages to Black & Veatch																																												
Black & Veatch reviews BCAs																																												
Task 5   HMGP 4635-02 (Elevations)																																												
Project Initiation																																												
Project SharePoint site																																												
Homeowner and Contractor Documentation Development																																												
Elevation Guidebook																																												
Homeowner Kickoff Workshop																																												
Contractor Kickoff Workshop																																												
Individual Homeowner Meetings																																												
Scope of Work Reviews																																												
Reimbursement Requests																																												
Quarterly Reporting																																												
County Coordination																																												
Grant Closeout																																												
Task 6   Grant Writing, Implementation, and Administration																																												
Grant Writing																																												
Grant Implementation and Administration																																												
Task 7   Substantial Damage Response Plan (SDRP)																																												
Data Collection/Review																																												
Virtual Kickoff Meeting																																												
Finalize SDRP																																												
Task 8   Project Management																																												
General PM (monthly progress reports, meetings, etc.)																																												

**EXHIBIT "B"**  
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the positions and hourly rates provided in the Budget table below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Subcontractor costs will be reimbursed at actual cost plus 10% markup. Travel time will be paid at 75% the full hourly rate and is included in the cost estimates below. Mileage is to be reimbursed at the IRS rate at the time the mileage is accrued; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Other expenditures such as supplies for field work, printing, postage, and telephone charges shall be reimbursed at actual cost. The budget below includes the expected effort according to staffing level, and totals by sub-task. Some tasks may require more or less than the estimated. Contractor will consult with and get written approval from the Administrator if it is later determined that the level of effort for any given task will be significantly greater than that which was estimated when Exhibit A" - Scope of Work was prepared.

The Contractor will invoice monthly. Invoices will include hours worked by employee/ position for the invoice period listed 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. Total compensation shall not exceed \$302,038.00. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

## Pricing

Black & Veatch will provide the services defined in this proposal on a Time and Material (T&M) basis for an estimated price not to exceed \$302,038.00 and is based on the assumptions included in our project approach. This amount will not be exceeded without prior authorization from the County. Table 1 below shows the rate schedule for this proposal. These rates have been escalated to reflect the mid-term rates for the estimated performance period of this project to mid-year, 2028 Table 2 shows the break down anticipated costs by proposed task.

Table 1. Rate Schedule

Title, Description	Hourly Billing Rate (\$USD)
Associate Professional	\$108.00
Biller	\$113.00
Associate Engineer	\$123.00
Staff Technician / Designer	\$129.00
Grant Support I	\$150.00
Staff Engineer	\$151.00
<i>Grant Support II</i>	\$151.00
Project Support	\$159.00
Staff Professional	\$167.00
<i>Grant Support III</i>	\$168.00
<i>Grant Specialist I</i>	\$183.00
Lead Technician / Designer	\$190.00
<i>Grant Administrator</i>	\$200.00
Design Engineer	\$201.00
<i>Grant Specialist II</i>	\$212.00
Project Engineer	\$233.00
Lead Professional	\$234.00
Project Manager	\$239.00
Senior Technician / Designer	\$242.00

Title, Description	Hourly Billing Rate (\$USD)
Senior Engineer	\$269.00
<i>Senior Specialist</i>	\$280.00
Engineering Manager	\$287.00
<i>QA/QC</i>	\$288.00
Senior Professional	\$301.00
Principal Consultant	\$315.00
<i>Senior Project Manager</i>	\$333.00
Executives	\$399.00
<i>Director</i>	\$442.00
<div>Notes:<ol style="list-style-type: none"><li><i>Billing rates are subject to annual adjustment on each January 1.</i></li><li><i>Rates above reflect 2025 bill rates. These rates will be escalated up to 3% for each subsequent year for the term of this contract (mid-year 2028).</i></li></ol></div>	

Table 2. Budget Breakdown of Costs by Tasks

BV TASK	PROJECT	LABOR	ODC	HOURS	TOTAL
1.1: 4635-02 Elevation Pre-Award (BCA Review)	4635-02	\$8,126.00	\$0.00	28	\$8,126.00
1.2: DR-4635-03 Acquisition Pre-Award (BCA Review)	4635-03	\$3,226.00	\$0.00	11.5	\$3,226.00
2.1: DR-4481-01 Acquisition (BCA Review)	4481-01	\$5,453.00	\$0.00	19	\$5,453.00
2.2: 635-01 Elevations - SubMC Grant Admin	4635-01	\$81,822.00	\$2,240.00	404	\$84,862.00
2.3: 4635-02 Elevations - SubMC Grant Admin	4635-02	\$112,972.00	\$2,240.00	560.5	\$115,212.00
2.4: 4635-03 Acquisition - SubMC	4635-03	\$0.00	\$0.00	0	\$0.00
3.1: 4635-01 Elevations - Project Implementation	4635-01	\$19,002	\$0.00	86	\$19,002.00
3.2: 4635-02 Elevations - Project Implementation	4635-02	\$16,366.00	\$0.00	73	\$16,366.00
6: Grant Writing and Management	Grant Writing*	\$32,044.00	\$0.00	164	\$32,044.00
7: SDRP Support	SDRP	\$11,050.00	\$0.00	42	\$11,050.00
		<b>\$290,061.00</b>	<b>\$4,480.00</b>	<b>1388</b>	<b>\$302,038.00</b>

\*The cost for this task includes one grant application for up to 20 properties and assumes FEMA's pre-calculated benefits can be used. In the event structures do not meet FEMA's pre-calculated benefits, for an additional lump sum price of \$2,000/property. This cost does not include grant management services. Upon award, Black & Veatch and the County will agree upon a cost (typical up to 5% of the grant total).

The following tables illustrates the estimated level of efforts for by sub-task for each task of the scope of work.

### Task 1.1 – 4635-02 – Elevation BCA Review

Deliverables	Total Hours	Cost Type	Notes
Review BCAs	16	Pre-Award	Reviewing BCAs provided by County 1.5 hours/BCA for up to 16 properties
QA/QC	2	Pre-Award	BV QA/QC procedures
GIS Support as needed	2	Pre-Award	BV GIS support as needed
<b>TOTAL</b>	<b>20</b>	<b>-</b>	<b>-</b>

## Task 1.2 – 4635-03 – Acquisition BCA Review

Deliverables	Total Hours	Cost Type	Notes
Review BCAs	7.5	Pre-Award	Reviewing BCAs provided by County 1.5 hours/BCA for up to 5 properties
QA/QC	2	Pre-Award	BV QA/QC procedures
GIS Support as needed	2	Pre-Award	BV GIS support as needed
<b>TOTAL</b>	<b>20</b>	<b>-</b>	<b>-</b>

## Task 2.2 – 4635-01 – Elevation Grant Administration (SubMC)

Deliverables	Total Hours	Cost Type	Notes
Project Kickoff (KO) Meeting w/ client	4	SubMC	Virtual KO meeting with client; 2 hrs. for meeting with two Black & Veatch staff
Review homeowner materials	12	SubMC	1 hr. per property for 12 properties
Finalize SOP w/ County	2	SubMC	review/finalize after KO meeting
Finalize homeowner MOU w/ County	2	SubMC	review/finalize after KO meeting
Set up SharePoint Site	1	SubMC	set up site, add users, set up folders/documents
Homeowner and contractor documentation	12	SubMC	Documents, coordinating printing
KO meeting prep	2	SubMC	PowerPoint, coordination (homeowner and contractor)
KO meeting	10	SubMC	travel; attending/presenting
Homeowner materials	36	SubMC	Assist, file, and collect; includes one-on-one meetings for 12 properties (3 hrs./property)
SOW reviews	18	SubMC	1.5 hrs. per property for 12 properties
Quarterly reporting	6	SubMC	0.5 hr. per quarter for 12 reviews
County and homeowner coordination (SubMC)	85	SubMC	Bi-weekly calls with County (29 hours); quick check-ins/emails with County and homeowners (56 hours)
Reimbursement requests	180	SubMC	15 hrs./property for 12 properties
Closeout	4	SubMC	grant closeout process
BV PM	30	SubMC	Project billing, invoicing, etc.
<b>TOTAL</b>	<b>404</b>	<b>-</b>	<b>-</b>

### Task 3.1 – 4635-01 – Elevation Grant Administration (Project Implementation)

Deliverables	Total Hours	Cost Type	Notes
County and homeowner coordination (PM)	35	Project Management	Coordination calls related to elevation/ construction questions, processes, etc.
Elevation guidebook	24	Project Management	Develop elevation guidebook for project and future projects
Project Mgt	27	Project Management	QA/QC, general PM
TOTAL	86	-	-

### Task 2.3 – 4635-02 – Elevation Grant Administration (SubMC)

Deliverables	Total Hours	Cost Type	Notes
Project KO meeting w/ County	4	SubMC	Project KO meeting with client; 2 hrs. for meeting with two Black & Veatch staff
Update and finalize SOP for program	2	SubMC	Review and update the previous SOP for 4635-02 project
Finalize homeowner MOU w/ County	2	SubMC	Review and update the previous MOU for 4635-02 project
Set up SharePoint Site	0.5	SubMC	Utilize site from DR-4481 and add folder for 4635-02
Homeowner and contractor documentation	12	SubMC	Document development/preparation, coordinating printing
KO meeting prep	2	SubMC	PowerPoint, coordination (homeowner and contractor)
KO meeting	10	SubMC	travel; attending/presenting
Homeowner materials	48	SubMC	Assist, file, and collect; includes one-on-one meetings for 16 properties (3 hrs./property)
SOW reviews	24	SubMC	1.5 hrs. per property for 16 properties
Quarterly reporting	6	SubMC	1/2 hr. per quarter for 12 reviews
County and homeowner coordination (SubMC)	176	SubMC	Bi-weekly calls with County (58 hours); quick check-ins/emails with County and homeowners (118 hours)
Reimbursement requests	240	SubMC	15 hrs./property for 16 properties
Closeout	4	SubMC	grant closeout process
BV PM	30	SubMC	Project billing, invoicing, etc.
TOTAL	560.5	-	-

### Task 3.2 – 4635-02 – Elevation Grant Administration (Project Implementation)

Deliverables	Total Hours	Cost Type	Notes
County and homeowner coordination (PM)	58	Project Management	Coordination calls related to elevation/ construction questions, processes, etc.
Project Mgt	15	Project Management	QA/QC, general PM
TOTAL	73	-	-

### Task 6 – Grant Writing

Deliverables	Total Hours	Cost Type*	Notes
Kickoff meeting w/ County	2	Pre-Award	KO meeting w/ County to go over application, schedule, etc.; up to one hour with two Black & Veatch staff
Data collection	20	Pre-Award	Collect data from County and homeowners
Homeowner outreach	6	Pre-Award	Outreach to homeowners to collect forms, etc.
Homeowner info meeting	2	Pre-Award	Informational meeting for homeowners (virtual)
Agency letters	2	Pre-Award	Prepare agency letters in accordance with NOFO
Maps	12	Pre-Award	Prepare maps to support grant app
Prepare grant application	100	Pre-Award	Prepare draft application for County review and submittal
Address RFI as needed	20	Pre-Award	Address RFIs as needed
TOTAL	164	-	-

\*Upon grant award, pre-award costs can be reimbursed by FEMA

### Task 7 – SDRP

Deliverables	Total Hours	Cost Type	Notes
Data collection	8	N/A	Review SDRP and collect data from county as needed
Kickoff meeting	4	N/A	KO meeting; assuming up to 2 hours with 2 Black & Veatch staff
Finalize SDRP	28	N/A	Finalize SDRP based on review and meeting
QAQC	2	N/A	BV QA/QC procedures
TOTAL	42	-	-

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2025

11/18/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : National Fire and Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER C : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : National Fire and Marine Insurance Co	20079	INSURER C : Lloyds of London		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Company	16535														
INSURER B : National Fire and Marine Insurance Co	20079														
INSURER C : Lloyds of London															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211 CHOUDHARY, EVELYN															

**COVERAGES****CERTIFICATE NUMBER:** 21161262**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	N	N	GLO 4641358	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 1365630	11/1/2024	11/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>	N	N	BAP 4641355 (AOS)	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
	<b>UMBRELLA LIAB</b>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<b>EXCESS LIAB</b>						AGGREGATE \$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		N	WC 4641353 (AOS)	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	WC 4641354 (ID, MA, WI)	11/1/2024	11/1/2025	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365632	11/1/2024	11/1/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>PROFESSIONAL LIABILITY</b>	N	N	GLCON2400110	11/1/2024	11/1/2025	\$10,000,000 PER CLAIM
B				42-EPP-324748-04	11/1/2024	11/1/2025	\$10,000,000 ANNUAL AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

PROJECT NUMBER: 9060006; PROJECT NAME: WHATCOM COUNTY HMA GRANT ASSISTANCE; PROJECT MANAGER: CHOUDHARY, EVELYN; GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. WHATCOM COUNTY, ITS DEPARTMENTS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**21161262**  
 WHATCOM COUNTY PUBLIC WORKS  
 322 N COMMERCIAL STREET, SUITE 120  
 BELLINGHAM WA 98225

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GLO 4641358, GLO 1365630

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 10 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2024	11/1/2025	11/1/2024			
GLO 1365630	11/1/2024	11/1/2025	11/1/2024			

Named Insured: BLACK & VEATCH CORPORATION

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 4641355 (AOS)

**COMMERCIAL AUTO  
CA 20 48 02 99**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2024

Named Insured: BLACK & VEATCH CORPORATION

**SCHEDULE**

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2024	11/1/2025	11/1/2024			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH CORPORATION

Address (including ZIP code): 11401 LAMAR OVERLAND PARK KS 66211

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Truckers Coverage Form
- Garage Coverage Form
- Motor Carrier Coverage Form

SCHEDULE

Name of the Person or Organization:  
AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

WC 00 03 13

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

### **AS REQUIRED PER WRITTEN CONTRACT**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Effective Policy No. WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632

Insured: BLACK & VEATCH CORPORATION

Effective Date: 11/1/2024