

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202505020

Originating Department:	Whatcom County Public Works
Division/Program: (i.e. Dept. Division and Program)	9090/909050 (Equipment Services/Stores)
Contract or Grant Administrator:	Kyle DeVries- Purchasing / Store Lead, ER&R
Contractor's / Agency Name:	WSDOT
<p>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"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract _____</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 100,000</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p> <p>Summary of Scope:</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 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.
Interlocal agreement between Whatcom County and WSDOT for material testing	
Term of Contract: 10 Years	Expiration Date: 05/07/2035

Contract Routing:	1. Prepared by: <u>Kyle DeVries</u>	Date: <u>5/7/2025</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>5/13/2025</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>5/07/2025</u>
	4. IT reviewed (if IT related): <u>ds</u>	Date: _____
	5. Contractor signed: <u>Julie L. Moore</u>	Date: <u>4/2025</u>
	6. Executive contract review: <u>DocuSigned by: AB2025-394</u>	Date: <u>5/29/2025</u>
	7. Council approved, if necessary: <u>Satpal Singh Sidhu</u>	Date: <u>5/27/25</u>
	8. Executive signed: <u>1192C7C18B864E3...</u>	Date: <u>5/30/2025</u>
	9. Original to Council:	Date: _____

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401

Elizabeth Kosa

Public Works Director

Garrett Reynolds, Superintendent

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, County Executive
The Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Public Works Director *EK*

From: Brett Piepel, Assistant Superintendent, Equipment Services

Prepared By: Kyle DeVries, Purchasing / Stores Lead

Date: May 7, 2025

RE: Interlocal agreement with WSDOT for material testing

- **Requested Action**

Enclosed for your review is an Interlocal Agreement between Whatcom County Public Works and Washington State Department of Transportation for material inspection and testing. This interlocal would remain in effect for 10 years after the agreement is finalized.

- **Background and Purpose**

Whatcom County has been using WSDOT for material testing for many years pursuant to Interlocal agreement 9906001, however this agreement was signed in 1999 and WSDOT has requested an updated agreement. Although this agreement will be primarily used for the testing of materials used for Bituminous Surface Treatment (BST), we also request approval to use this agreement for other material testing as needed for Maintenance and Operations. It is the wish of both parties to enter in to this interlocal agreement to establish the terms and conditions under which this service is offered.

- **Funding Amount and Source**

These are regularly budgeted expenditures for material testing as part of our BST program budget, which are used on an as needed basis, and have been budgeted during the 2025-2026 budget process. Total Expenditures for this agreement will not exceed \$100,000 over the 10-year term of this agreement

- **Recommended Action**

Please approve this interlocal agreement and forward to the Executive and County Council for approval. Please contact Kyle DeVries at extension 6408 if you have any questions or concerns.

Reimbursable Agreement for State Materials Lab Engineering and/or Testing Services	Entity Name Whatcom Co. Public Works	Agreement number GCC 1003
	Entity Billing Address 322 N COMMERCIAL ST STE 210 BELLINGHAM, WA 98225-4042	
	Contact Name Kyle DeVries	Contact Phone and Email kpdevrie@co.whatcom.wa.us
	Federal Tax ID# SWV000242507	Agreement Title Mats Lab Services
Description of Work Upon request by Whatcom County Public Works, WSDOT will provide materials fabrication, testing and inspection; asphalt mix design and verification; preparation of "Record of Materials" documents; test drilling; and other engineering/geologic/testing services.		

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above-named entity, hereinafter the "ENTITY."

Where-as, WSDOT provides engineering and/or testing services to ensure that materials proposed to be used within WSDOT highway right of way comply with applicable WSDOT standards, or to determine whether existing state highway infrastructure can withstand impacts from proposed actions (may not apply to Local Agencies), and

Whereas, the ENTITY has requested WSDOT perform certain materials engineering and/or testing services as described above in the Description of Work above or as attached as Exhibit A (hereinafter "Work"), and

Whereas, WSDOT has the necessary personnel and equipment available and is willing to perform the Work, subject to the terms and conditions herein.

NOW, THEREFORE, pursuant to RCW 47.01.260 and/or Chapter 39.34 RCW, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, provisions, and Exhibits which are attached hereto and by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. SCOPE OF WORK

1.1 The term "Work," as used herein, includes any and all work by WSDOT in its performance of the engineering and/or testing services specified in the "Description of Work," above or as in Exhibit A hereto attached. Subject to the terms and conditions herein, WSDOT agrees to perform the Work using WSDOT labor, equipment, and materials.

2. TERM OF AGREEMENT

2.1 Check one of the following as applicable to this Agreement:

- ☐ The term of this Agreement, is project specific and shall begin upon the date of execution by both Parties and shall remain in effect until WSDOT has completed the Work detailed above or in Exhibit A; OR should the ENTITY terminate this Agreement pursuant to Section 4, this Agreement shall terminate when the ENTITY has made full payment for all WSDOT-incurred costs up to the date of termination. The estimated end date shall be: xxxxxxxx.
- ☒ The term of this Agreement shall begin upon the date of execution by both Parties and shall remain in effect for ten (10) years, subject to renewal by the Parties. This Agreement may be terminated pursuant to Section 4. In the event of termination, this Agreement shall terminate when the ENTITY has made full payment for all WSDOT-incurred costs up to the date of termination. Exhibit A does not apply to this selection and further references within this agreement are not applicable.

3. PAYMENT

3.1 A cost estimate for the Work is detailed in Exhibit A. WSDOT will invoice the ENTITY monthly for the actual direct and related indirect costs incurred by WSDOT in the performance of the Work completed during the previous month. These cost include but may not be limited to, labor, material, travel, and equipment.

3.2 The ENTITY agrees to reimburse the WSDOT for the actual direct and related indirect costs for the Work within thirty (30) calendar days of receipt of a WSDOT invoice. The ENTITY agrees further that if payment is not made to the WSDOT as herein agreed, WSDOT may charge late fees, interest or refer the debt to a collection agency, all in accordance with Washington State Law.

3.3 The Parties agree that any estimated costs for the Work may be exceeded by up to twenty five percent (25%) before an amendment to this Agreement is required. Once the costs reach the estimate in Exhibit A plus the 25% overrun allowance, WSDOT shall stop all Work until an amendment has been executed increasing the maximum dollar amount payable under this Agreement, or a decision is reached to terminate this Agreement.

4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party. If this Agreement is terminated by either Party prior to completion of the Work specified herein, the ENTITY agrees to and shall reimburse WSDOT for all actual direct and related indirect expenses and costs incurred up to the date of termination associated with the Work.

5. MODIFICATIONS

5.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each Party.

6.RECORDS

6.1 All records for performance of the Work, including labor, material, travel, and equipment records in

support of all WSDOT costs shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement. The ENTITY shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the ENTITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives and/or state and federal government.

7. DISPUTES AND VENUE

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The representatives for each Party shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to Section 7.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the representatives cannot resolve the dispute or issue, the ENTITY, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the ENTITY and WSDOT's Headquarters Administrator, or their respective designees, cannot resolve the dispute or issue, the ENTITY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

8. VENUE AND ATTORNEY FEES

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Each Party further agrees that it shall be solely responsible for the payment of its attorney fees and costs.

9. INDEMNIFICATION

9.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this

Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the ENTITY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

9.2 The terms of this Section shall survive termination of this Agreement.

10. LEGAL RELATIONS

10.1 WSDOT's relation to the ENTITY shall be at all times as an independent contractor. Further, WSDOT shall perform the Work as provided under this Agreement solely for the benefit of the ENTITY and not for any third party.

11. SEVERABILITY

11.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

ENTITY	Washington State Department of Transportation
By: <small>DocuSigned by:</small> <i>Satpal Singh Sidhu</i> <small>1192C7C18B664E3...</small>	By: <small>Signed by:</small> <i>Julie Larmore</i> <small>049A74BC534A44F...</small>
Printed:	Printed:
Title: County Executive	Title: Business Office Manager
Date: 5/30/2025	Date: 5/29/2025

Approved As To Form on behalf of WSDOT

/s/ Guy Bowman

Date: July 8, 2021

WHATCOM COUNTY:

Recommended for Approval:

Elizabeth Kosa 5/29/2025
870E242DD76C408...
Elizabeth Kosa, Public Works Director Date

Approved as to form:

Christopher Quinn 5/29/2025
EC468EF5C88B4FD...
Christopher Quinn, Chief Civil Deputy Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Singh Sidhu 5/29/2025
By: 1192C7C18B664E3...
Satpal Singh Sidhu, Whatcom County Executive