

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202007026

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	River and Flood / 907550
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Reichhardt and Ebe Engineering, Inc.

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

Does contract require Council Approval? ☒ Yes ☐ No ☐ If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

Is this contract grant funded? ☒ Yes ☐ No ☐ If yes, Whatcom County grant contract number(s): 202004008

Is this contract the result of a RFP or Bid process? ☒ Yes ☐ No ☐ If yes, RFP and Bid number(s): 20-04 Contract 719008
Cost Center: 719008

Is this agreement excluded from E-Verify? ☐ No ☒ Yes ☐ 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"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>528,000</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</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.
---	--

Summary of Scope: The proposed contract with Reichhardt & Ebe, Inc. is to provide engineering design of the Ferndale Levee Improvement Project. The proposed contract amount is \$528,000, with 80% of the funding provided by a Floodplains by Design Grant from Washington Department of Ecology and the FCZD providing the 20% match

Term of Contract:	Expiration Date: <u>June 30, 2022</u>
-------------------	---------------------------------------

Contract Routing:	1. Prepared by: <u>Daniel Goger, PE</u>	Date: <u>7/13/2020</u>
	2. Attorney signoff: <u>KNF</u>	Date: <u>7/15/2020</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7/16/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>7-16-2020</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>7-28-2020</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>8-5-2020</u>
	8. Executive signed: _____ ✓	Date: <u>8-6-2020</u>
	9. Original to Council: _____ ✓	Date: <u>8-6-2020</u>

COUNTY ORIGINAL

CONTRACT FOR SERVICES AGREEMENT
Ferndale Levee Improvement Project

Whatcom County Contract No.

202007026

Reichhardt & Ebe Engineering, Inc., hereinafter called **Contractor**, and the Whatcom County Flood Control Zone District, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 10,
Exhibit A (Scope of Work), pp. 11 to 36,
Exhibit B (Compensation), pp. 37 to 39,
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 ____ day of August, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2022.

The general purpose or objective of this Agreement is to: provide technical analysis and engineering design for the Ferndale Levee Improvement Project, 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 \$ 528,000. 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 6th day of August, 2020.

CONTRACTOR:


Reichhardt & Ebe Engineering, Inc.


Nathan Zylstra, Principal

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 16th day of July, 2020, before me personally appeared Nathan Zylstra to me known to be the Principal (title) of Reichhardt & Ebe (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of Washington, residing at Whatcom County. My commission expires 01-11-2023.

Recommended for Approval:

Jon Hutchings, Public Works Director 7/20/20
Date

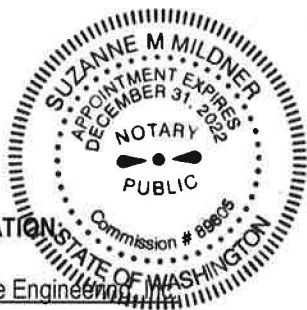
____ Approved via email / KF / DG _____
Karen Frakes, Chief Civil Deputy Prosecutor Date _____

Accepted for Whatcom County Flood Control Zone District:

By: Satpal Singh
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 6th day of August, 2020, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mulder
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham. My commission expires 12-31-22

CONTRACTOR INFORMATION

Reichhardt & Ebe Engineering, Inc.

Nathan Zylstra, P.E., Principal

Address: 423 Front Street
Lynden, WA 98264

Mailing Address:
PO Box 978
Lynden, WA 98264

Contact Name: Nathan Zylstra, P.E.

Contact Phone: (360)-354-3687

Contact FAX: _____

Contact Email: nathanz@recivil.com

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: Not Applicable

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. 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, 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.

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:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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 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. 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.

3. Professional Liability

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

If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis. Claims made policies will not be accepted on the CGL or Auto policy. If the Professional Liability policy is a "claims-made" policy, the Contractor shall provide a minimum of three years tail coverage. All insurance requirements shall apply equally to contractor's subcontractors. \

- 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.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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 agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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, 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, age, marital status, disability, 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, 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, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; 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; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

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:

Paula Harris, River & Flood Manager
Whatcom County Public Works
322 N. Commercial Street, Suite, 120
Bellingham, WA 98225-0442
(360) 778-6285

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

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

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: Not Applicable

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 Contractor Commitments, Warranties and Representations: Not Applicable
- 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: Not Applicable
- 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
FERNDAL LEVEE IMPROVEMENT PROJECT
SCOPE OF WORK
Phase 1

PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (R&E) shall provide professional services to Whatcom County Flood Control Zone District (County) for design of improvements to the Ferndale Levee and the Treatment Plant Levee. The design work is being phased with the first phase including alternatives analysis, and development of preliminary 30% design, and related documents for the Ferndale Levee Improvement Project. The project is located along the right bank of the Nooksack River and extends approximately 1.2 miles south of downtown Ferndale. The current levee system protects critical infrastructure consisting of City of Ferndale water and wastewater treatment plants as well as the PUD water treatment plant, along with Star and Pioneer Parks, residential structures, and farmland.

The work will include alternatives analysis and preliminary design of an upgraded levee system to improve flood protection. The work will include the evaluation of four alternatives consisting of two roadway realignment alternatives through the park and two Ferndale Road alignment alternatives. The roadway realignment alternatives will be developed in consultation with the City of Ferndale. The Ferndale Road alternatives will consist of a “low” roadway alternative with a floodwall structure and a “high” roadway alternative where the roadway is constructed on top of the levee. An additional alternative maybe be substituted or added based on stakeholder input; if an alternative is added, the contingency task will be used to cover additional analysis cost.

The preferred alternative will then be advanced to the 30% design level, including plans and cost estimates. The project design is funded with Floodplains by Design funds administered through the Washington State Department of Ecology.

The Design Team Consists of the following firms:

- Lead Agency..... Whatcom County Flood Control Zone District
- Prime Consultant..... Reichhardt & Ebe Engineering, Inc. (R&E)
- Hydraulics & Hydrology Northwest Hydraulic Consultants (NHC)
- Geotechnical Engineering..... GeoEngineers
- Structural Engineering..... Vector Engineering, Inc. (VEI)
- Traffic Analysis..... Transpo Group (Transpo)
- Landscape Architect EccosDesign (Eccos)
- Surveying & Mapping Northwest Surveying & GPS, Inc. (NWS)
- Cultural Resources..... Drayton Archaeology (Drayton)

The contract milestone dates are anticipated as follows

- Notice to Proceed – August 2020
- Alternatives Analysis Complete – May 2021
- Preliminary 30% Design Complete – September 2021

WORK ITEMS

1. PROJECT MANAGEMENT AND ADMINISTRATION

1.1. WHATCOM COUNTY GENERAL COORDINATION

R&E shall coordinate the project design with the County as the primary agency stakeholder in the project. General coordination is anticipated via regular telephone and email communications to facilitate the alternatives analysis and preliminary design. For scoping purposes, we have assumed bi-weekly check-in calls with the County from August 2020 through September 2021, approximately 35 occurrences.

1.2. CONTRACT ADMINISTRATION

R&E shall contract and coordinate with the design team and develop and administer contracts with its subconsultants.

1.3. SCHEDULE

R&E shall develop a design schedule using Microsoft Project and present it to the County for review. This work will include the initial development of the project schedule and one update during the preliminary design phase.

1.4. PROGRESS REPORTS & INVOICING

R&E shall prepare monthly progress reports that describe the tasks that were accomplished during a given month, the percentage of the task completed and a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. R&E shall submit these monthly progress reports to the County with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed.

- Monitor Scope
- Monitor Budget
- Monitor Schedule
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.5. QUALITY CONTROL / QUALITY ASSURANCE

R&E shall implement a quality control/quality assurance program consisting of regular coordination meetings with CONSULTANT and Subconsultant staff, in-house review of design elements and contract documents as well as County review of design elements and contract documents.

Deliverables

- Meeting notes and Minutes
- Design Schedule in pdf format
- Monthly Progress Reports & Invoices

2. ROADWAY ALIGNMENT ALTERNATIVES

The purpose of the roadway alternatives work is to develop and evaluate four roadway alternatives including conceptual plans and cost estimates so that project stakeholders can decide on a preferred alternative which will be advanced to the preliminary design stage.

2.1. STAKEHOLDER OUTREACH

2.1.1. Kick Off Meeting

R&E shall facilitate and conduct a Kick-Off Meeting with the County and the Design Team. The Kick-Off Meeting is expected to occur shortly after the Notice to Proceed and will be held at Whatcom County Facilities, or by video conference if necessary. The meeting will be attended by:

- R&E
- Vector
- GeoEngineers
- Transpo
- NHC
- Eccos
- NWS

Please note that any in person coordination meetings will need to meet current health and safety guidelines from the CDC, the Department of Labor and Industries and Washington State and Whatcom County Health Departments.

2.1.2. Design Criteria Meetings (2)

R&E shall coordinate with the County and participate in two design criteria meetings. Two meetings are assumed, one with the County and the City of Ferndale and the second with the County and the PUD. Both meetings are assumed to occur in Whatcom County, or by video conference if necessary. The Ferndale meeting will be attended by:

- R&E
- NHC
- GeoEngineers
- Vector
- Transpo

The PUD meeting will be attended by:

- R&E
- NHC
- GeoEngineers
- Vector

The purpose of both meetings will be to develop specific design criteria and goals desired by each stakeholder and to coordinate those goals with the overall goals of the project. The design criteria and project goals will be used as the basis of the alternatives analysis and preliminary design.

2.1.3. Public Meetings

R&E shall attend one public meeting at the request of the County. The public meeting will be near the end of or after completion of the alternative analysis, but before beginning the 30% design work. The County will be responsible for notifying property owners, or project stakeholders, planning, holding, and conducting the meeting. The meeting shall be attended by:

- R&E
- NHC
- GeoEngineers
- Vector
- Eccos
- Transpo

Meeting attendees will be available for technical questions relating to the design. R&E shall provide project exhibits for viewing by the public. Project exhibits will be those exhibits that have been developed during the alternative analysis and will be provided digitally or can be printed and mounted on hardboard for public viewing.

If necessary due to COVID19 restrictions, this public meeting may be adapted to a virtual meeting.

2.1.4. Design Coordination Meetings (3)

Three design coordination meetings are anticipated to occur during development of the design alternatives. The meetings will be held to coordinate and refine the design alternatives, resolve outstanding issues, and obtain direction from the County. The meetings will be attended by:

- R&E
- Vector
- GeoEngineers
- Transpo
- NHC
- Eccos

2.1.5. Ferndale City Staff Meeting

This meeting is anticipated to occur during the development of the alternatives to review and obtain feedback from City staff prior to finalizing the alternatives. The meeting is anticipated to occur in Ferndale and will be attended by:

- R&E
- NHC
- GeoEngineers
- Transpo

2.1.6. PUD Staff Meeting

This meeting is anticipated to occur during the development of the alternatives to review and obtain feedback from PUD staff prior to finalizing the alternatives. This meeting may be held in conjunction with the Ferndale City Staff meeting. The meeting is anticipated to occur in Ferndale and will be attended by:

- R&E
- NHC
- GeoEngineers

2.1.7. Ferndale City Council Meeting

This meeting is anticipated to occur after the alternatives have been developed and to present them to City decision makers. The meeting will be attended by the County and R&E. The County will be responsible for preparing a PowerPoint or other form of presentation. R&E shall supply presentation graphics, plan sheets, and other data as described elsewhere in this scope of work.

2.1.8. Project Website

Whatcom County and the City of Ferndale shall be responsible for operating and maintaining project website(s) if they so choose. R&E shall supply presentation graphics, plan sheets, and other data as described elsewhere in this scope of work for use on the website(s). No website specific graphics, exhibits, or web-specific items will be produced by the design team as a part of this scope of work.

2.2. DESIGN SURVEY AND BASE MAP

2.2.1. Design Survey

R&E and NWS shall collect new topographic survey and utilize LiDAR data for use in the roadway alternatives analysis. Work will also include boundary research to define property boundaries and right-of-way lines within the project corridor.

R&E and NWS shall conduct site visits to become familiar with the project site and to coordinate and gather existing topographic information within the project limits. The topographic survey will be tied to existing County monumentation and datum. NWS shall conduct research in accordance with current land surveying practices to gather right-of-way, easement and boundary information required to prepare a working base map representing existing conditions. The work includes the following:

- Research and calculations for preparing the base map.
- Full topographic survey of the existing conditions, including utility locates of the 1.2 mile of Ferndale road from ROW to ROW.
- 50 ft. cross-sections along the entire length of the project from the easterly edge of Ferndale Road to water's edge including OHW as marked by the County.

Work will be performed in accordance with the following tasks.

- Site Visit and Walkthrough
- Topographic Survey and Research
- Prepare Field Crew Instructions
- Receive and Download Field Survey Data

The County will be responsible to provide the following prior to field survey work:

- Mark the ordinary high water (OHW).
- Obtain verbal permission from private property owners.

2.2.2. Utility Locates

R&E shall call the state "dial-before-you-dig" contractor number to clear utility locations prior to the design survey. However, "dial-before-you-dig" does not check utilities outside of the public right-of-way and in some cases does not perform locates for design purposes. R&E will contract with a private locating company for utility locates outside of the public right-of-way and for utilities not located for design purposes.

2.2.3. Base Map

R&E shall create a base map using AutoCAD Civil3D version 2015 or newer and to the R&E's internal company drafting standards and create a three-dimensional electronic surface representing existing field conditions based on topographic survey, LiDAR data and boundary research information.

The County will provide a list of utilities and other agencies having jurisdiction in the project area. R&E will coordinate and obtain as-built/record drawings from the utility companies, and other jurisdictional agencies having jurisdiction in the project area.

R&E will coordinate with the respective utility, the County, and the City of Ferndale to pothole existing utilities as a part of the utility investigation. It is assumed that construction equipment for potholing existing utilities will be provided by the County, City of Ferndale or the respective utility.

Work will be performed in accordance with the following tasks.

- As-Builts
 - Request As-Builts from Franchise Utilities (Puget Sound Energy, Cascade Natural Gas, Verizon/Frontier, Comcast, PUD, etc...).
 - Acquire & Review As-Builts.
- Prepare Preliminary Base Map
- Field Verify Base Map
 - Field Verify Base Map
 - Pothole Existing Facilities

Deliverables

- Digital Base Map

2.3. LANDSCAPE ARCHITECTURE / PRESENTATION GRAPHICS

In the alternative analysis phase, Eccos shall provide landscape architectural services necessary to prepare design documents consisting of drawings, and design documents including presentation graphics for use in design meetings, public, and stakeholder outreach meetings.

2.3.1. Background / Project Setup

Eccos shall create an AutoCAD base file based on the project base map provided by R&E. Background materials will be reviewed along with the design criteria developed during the project. Eccos will review the local jurisdictional development code to ensure design compliance and visit the site to document community inventory and site conditions.

2.3.2. Conceptual Design

Eccos will prepare preliminary sketches and other diagrams for alternative concepts (4 total) for County and design team review. The preliminary concept sketches will be refined based on County and design team review. Presentation graphics consisting of plan view and section will be prepared for the four alternative concepts based on the refined concept sketches. A narrative will be provided for inclusion in the alternative's analysis report.

2.3.3. Cost Estimating

Eccos will prepare preliminary cost estimates of the recreational components for the four alternatives to be incorporated into the overall alternative cost estimate.

2.4. RIGHT-OF-WAY

R&E shall review the right-of-way needs of each of the project alternatives during the roadway alternatives phase. The County will be responsible for providing anticipated acquisition costs, including fee title or easement costs, acquisition and negotiation costs, and appraisal costs. R&E will estimate the cost to cure for impacts to properties.

2.4.1. Coordinate with County

R&E will coordinate with the County for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications.

2.4.2. Identify ROW Needs

Based on survey information, horizontal and vertical design roadway alternative geometry, utilities and storm drainage alternatives, R&E shall identify the additional ROW and/or easements needed for each alternative. Additional right-of-way needs will be depicted on the plan sheets develop for each alternative and in the preliminary ROW exhibits described in this section.

2.4.3. Identify Impacted Improvements

R&E will identify existing improvements which will be impacted by the project both on public and private property. Identification of the impacted improvements will be utilized in estimating cost to cure.

2.4.4. Prepare Preliminary ROW Exhibits (4)

R&E shall prepare one ROW exhibit for each of the four roadway alternatives, to be used by the County in estimating the ROW acquisition costs. The Right-of-way exhibit shall include the following information:

- Existing and proposed ROW/Easement
- Area of additional ROW/Easement to be acquired
- Property owner information

2.4.5. Cost to Cure

R&E shall prepare estimates for the cost to cure impacted improvements identified with each of the four roadway alternatives. Cost to cure items will be identified separately in the alternate project cost estimate as identified in this scope of work.

Deliverables

- Preliminary ROW Exhibits (4)
- Estimates for Cost to Cure Items.

2.5. ENVIRONMENTAL PROCESS AND PERMITTING

2.5.1. Permit Coordination

During the alternative analysis phase, R&E shall work with the County to determine the permits required for each alternative. The County will lead the permit effort including correspondence and coordination with all permit agencies except for cultural resources. Cultural resources consultation will be led by R&E as described below. R&E will be responsible to provide estimated quantities of work and conceptual design drawings to support the County's permitting efforts.

Deliverables

- Estimated quantities of work for four alternatives.
- Conceptual design drawings as developed through the course of work.

2.5.2. Cultural Resources

The regulatory environment for the project is through The US Army Corps of Engineers (presumably) and Washington State Historic Preservation Office (SHPO). The intent of the proposed review would be to locate and assess any potential cultural resources that might complicate the project.

The cultural resource review will consist of background review, field investigation, and preparation of a final report. Drayton's budget assumes the work as proposed will require two (2) archaeologists about two days (2) to conduct a review of the levee section under consideration. The scope and budget prepared assume that no cultural resources will be encountered, and the project would proceed without need for further work. If cultural resources are encountered, additional evaluation may be required under the Corps purview.

A comment period will follow the investigation involving the state archaeologists and the concerned Tribal Historic Preservation Officer(s) (THPO).

Below is a list of tasks necessary for completing the proposed work in accordance to regulatory mandates. Drayton's final reporting will meet all required regulatory standards.

Proposed Tasks:

Background Review

Upon receipt of agreement to proceed and signed back-sheet to this proposal, Drayton will:

- Conduct background research using DAHP's WISAARD database and other relevant records, as needed, pertaining to previously conducted investigations and previously recorded sites within/near the project area. Background review will address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property likelihood).
- Generate maps for the review.
- Compose narratives based on review of previously recorded sites to inform survey methods and provide context for consultation and reporting; and,
- Tabulate previously conducted archaeological surveys and recorded sites within a 0.25 to one-mile radius based on background review for consultation and reporting.

Fieldwork Methodology

Depending on the location and situation with soils and apparent surface alterations, professional judgment will inform the location of shovel probes, while a visual reconnaissance will evaluate exposed soils and surfaces for identifiable cultural materials. Drayton will inspect the undeveloped areas of the project area to determine the presence or absence of archaeological materials using the following methods:

- Conduct a pedestrian survey, inspecting the property to identify surface visible traces of cultural/archaeological material.
- Observe exposed soils on ground surface, animal burrows, cut banks, and along the edges of adjacent properties for cultural materials.
- Excavate shovel probes with standard shovel to sterile soils (as accessible). Backfill soils at every test location, as necessary.
- Screen soils through standard ¼" steel mesh mounted on standing rockers.
- Observe (and note) soils, geologic inclusions / biologic intrusions, and any cultural materials, and activities in field journals.
- Record spatial data by hand-drawn mapping and with handheld GPS devices, the locations of shovel probes, cultural resources, utilities, and areas of concern or interest; and,
- Photograph the area, along with any exposed soils as needed and any cultural materials observed during the review.

Reporting

Upon completion of the cultural resource review, Drayton will:

- Draft a report detailing background review, field methodology, fieldwork results, and provide recommendations.
- Provide the draft for review.
- Upon your approval, submit the report disseminating the results for all agencies and concerned parties for official review; and
- Provide a period for comments to inform the final reporting.

Considerations Not Budgeted

Any additionally ordered work is beyond the scope of this proposal. Other considerations:

- The proposal assumes that no archaeological, historic, or cultural items, sites, deposits, or structures will be located nor will formal recording and the submission of mandatory documentation (e.g. archaeological site, historic property, tribal cultural property, and other required forms) be required. Additional costs are incurred when these items require recording to complete compliance regulations and mandates at any level.
- Any additional consultation or work ordered or required by DAHP, the County, or any Tribal Agency is beyond the scope of this proposal; and,
- Encountering any Human Remains, graves, or burial offerings would require consultation, recording, mitigation, and expenses that are not budgeted for here and do present a situation where there are legally mandated actions and treatments pursuant to state law. Any costs to meet legal liabilities can be mitigated, but not wholly avoided. Additional costs associated with encountering human remains are the responsibility of the property owner(s) and permit holder(s).

Deliverables

- Cultural Resources Report

2.6. GEOTECHNICAL

2.6.1. Geotechnical Investigations and Reporting

The scope of the geotechnical engineering services will consist of the following tasks:

1. Review existing information, including in-house reports, other reports and as-built levee documentation by others provided by the County, and appropriate Federal Emergency Management Agency (FEMA) and U.S. Army Corps of Engineers (USACE) documents, as available.
2. Conduct a site visit and reconnaissance prior to subsurface explorations to coordinate exploration locations, site access, and site safety issues with the design team.
3. Coordinate clearance and location of existing underground public utilities in the project area. We will contact the Washington Utilities Coordinating Council "One Call" service prior to beginning explorations
4. Complete up to 4 days of field geotechnical explorations. Explorations will consist of borings with a truck-mounted or track-mounted drill rig.
 - a. Drill five to six borings along Front Avenue/Ferndale Road to a depth of 50 to 60 feet below ground surface using mud-rotary boring techniques to evaluate soils conditions and obtain samples for laboratory testing (approximately 300 feet of drilling assumed). These borings will be backfilled with bentonite-cement grout. Lane closure will be required, and traffic control will be provided for these explorations.
 - b. Drill five to six paired borings, roughly adjacent to the roadway borings but within the levee, with a track-mounted drill rig and hollow-stem auger drilling. These borings will be backfilled with bentonite chips. The borings will be advanced to approximately 15 feet below ground surface.
 - c. Drill one additional boring within the City of Ferndale Pioneer Park / Phillips 66 Sports Complex to a depth of 15 to 20 feet and install a piezometer to monitor groundwater levels.
5. Complete site reconnaissance and shallow surface hand probes or shallow hand shovel/auger exploration along potential roadway alignments located within Pioneer Park / Phillips 66 Sports Complex.
6. Complete laboratory tests on representative samples of the soils including tests for soil density, moisture content, particle size distribution, and Atterberg limits, as appropriate. Complete

secondary laboratory testing including consolidation and tri-axial shear strength testing to develop design settlement and strength parameters, as appropriate.

7. Prepare a data report summarizing the field exploration and laboratory testing, and site surface and subsurface conditions. A site plan, explorations logs and plots of laboratory data will be provided.

2.6.2. Roadway Alternatives Evaluation and Meetings

1. Coordinate with the project team for concept development of feasible levee and roadway alternatives. Provide email descriptions, sketches, project examples and other information as needed to illustrate and develop design concepts.

Assumptions:

- Any permits (right-of-way, shoreline) required to complete explorations will be obtained by the County.
- No restrictions will be placed on work hours. Daytime hours assumed for explorations.

Deliverables:

- Emails, sketches, and design examples.
- Draft and final Geotechnical Data Report.

2.7. HYDRAULICS AND HYDROLOGY

2.7.1. Field Work

Site Inspection

NHC shall attend a field site inspection with Consultant team and County staff. Two NHC staff will attend. NHC will also conduct a riverside levee and bank conditions survey from the roadway, documenting any areas of erosion or instability, compromised habitat value due to existing bank protection, and general site conditions.

Bathymetric survey and lower bank inspection

NHC shall conduct a bathymetric survey of the project reach, extending from I-5 about 2.3 miles downstream to the historic Lummi River connection. Equipment used shall consist of a GPS-RTK linked to a digital fathometer. The survey shall consist of cross sections spaced at approximately one channel width. Within the levee design reach of about 1/3 miles the left bank toe will be surveyed longitudinally, and any areas of deeper scour noted along the left bank or around bridge piers will also be surveyed at a higher resolution.

During the survey, the lower bank will be inspected for any signs of erosion or instability. The banks will be photo documented with GPS tagged photos and field notes collected.

Assumptions

- One field survey day is budgeted. Data density will be adjusted to cover the survey reach within the allotted time.
- Incorporation in the basemap will be done by R&E

Client Responsibilities

- Provide prior levee inspection reports and other information relevant to planning field work prior to survey

Deliverables

- XYZ point file of bathymetric survey
- Geotagged photographs
- Summary memorandum of observed site conditions from roadway and boat-based observations

2.7.2. Existing Conditions Analysis**Existing Conditions Hydrology**

NHC will review existing hydrology for the project reach to define the design discharge values for this project. The work will include reviewing prior studies of the Ferndale gage. Estimates of climate change flows will be pulled directly from or based on existing reports. Results will be presented in a PowerPoint presentation as part of the documentation in Task 2.7.3.

Assumptions

- No project alternatives will be of such scale as to change the hydrologic estimates.

Client Responsibilities

- Provide prior studies not currently possessed by NHC

Deliverables

- n/a

Existing Conditions Hydraulic Model

NHC will develop a HEC-RAS 2D existing conditions hydraulic model of Reach 1 of the Nooksack River. The model will be developed by updating previous models developed for the Lummi Nation. The project base map will be added to the model terrain to ensure the most up to date bathymetric and topographic data is reflected in the model geometry.

NHC will calibrate the model to two flood events. The events selected will be chosen in conjunction with the County. Calibration will focus on matching published USGS stages at the Ferndale gage. If the County provides additional high water mark (HWM) points within the project reach for the selected calibration events those will also be used.

Once the model is calibrated NHC will run the model for three design flows. The flows will include the 2-year and 100-year floods, and a third flow chosen in concert with the County. Model results will be used in determining design levee crest elevations, geomorphic analysis, and scour and erosion protection design.

Model development, calibration and findings will be documented in a PowerPoint presentation that will be presented to the County and other stakeholders; full written documentation will occur in Task 2.7.3.

Assumptions

- No project alternatives will change the hydrologic estimates.
- The Lummi Nation will give permission to use their models as a basis for the update.

Client Responsibilities

- Assist in request to Lummi Nation for permission to use existing models
- Select calibration events and design flood events
- Provide calibration data

Deliverables

- Existing conditions hydraulic model
- Existing conditions hydrology and hydraulic model development, calibration, and results in PowerPoint presentation format

Existing Conditions Geomorphology, Scour and Erosion Risk

NHC will prepare a geomorphic analysis of the project reach. The analysis will rely primarily on updating work completed by NHC for the Lower Nooksack Habitat Assessment project and the FLIP Nooksack River geomorphic report. The prior analyses will be updated with new information, including hydraulic model outputs, and with a focus on those geomorphic processes that directly affect levee stability – in particular vertical and lateral channel stability.

The geomorphic analysis and modeling results will be used to prepare a scour and erosion risk analysis. Estimates of bend, contraction, general and long-term scour for the reach will be prepared. The levee will be mapped into zones of scour and erosion risk based on the analysis. The scour estimates will be provided to GeoEngineers for incorporation into the levee stability assessment.

The geomorphic, scour and risk assessment will be documented in a PowerPoint presentation that will be presented to the County and City of Ferndale and other stakeholders, full written documentation will occur in 2.7.3.

Assumptions

- n/a

Client Responsibilities

- Provide prior levee inspection reports and other information on historic levee performance
- Provide input on expected or potential future left bank armoring, levees, policies, and projects that may affect lateral channel movement.

Deliverables

- Existing conditions, geomorphology scour and risk assessment PowerPoint presentation.

2.7.3. Alternatives Comparison

NHC will conduct technical analyses of the proposed alternatives, focusing on the hydraulic, geomorphic and scour risk performance of each alternative. It is expected that some of the alternatives will not change riverside hydraulic conditions enough to warrant a separate analysis; in these cases, NHC will group similar alternatives together. In this section the term ‘alternative’ refers to a single or grouped number of alternatives.

NHC will represent each alternative in the hydraulic model by modifying the geometry and roughness coefficients as appropriate. The design flows will be run with the alternative geometry. Changes to water surface elevation, velocity magnitude and direction, and shear stress will be calculated. Changes to 100-year water surface elevation will be noted in the context of potential zero-rise permitting issues.

Hydraulic model results will be used to update quantitative geomorphic, scour and erosion risk analyses. The results will be discussed with the design team, in particular the geotechnical engineer. Based on the analyses, a concept design section will be generated that incorporates scour and

erosion mitigation measures such as rock launch aprons or large woody debris (LWD). A mitigated, fully scoured section will be estimated and given to the geotechnical engineer to update levee stability calculations.

NHC will provide input on erosion protection system costs for the alternatives to R&E.

The results of the alternatives comparison and the existing conditions analyses will be combined into a hydraulics and geomorphology technical report.

Assumptions

- Up to four alternatives will be evaluated.

Client Responsibilities

- Provide guidance on risk tolerance and design options for scour mitigation measures.

Deliverables

- Draft and Final Hydrology, Hydraulics and Geomorphology Alternatives Analysis Report, including documentation of existing conditions analysis.

2.7.4. Communications

NHC will participate in project design team web meetings and informal web meetings with County staff during the course of the Alternatives analysis.

Assumptions

- n/a

Client Responsibilities

- Provide guidance on meeting presentation topics and length

Deliverables

- n/a

2.8. STRUCTURAL DESIGN

Vector Engineering (VEI) is to provide input during the Roadway Alternatives and 30% Design phase if preferred alternative includes a wall. Our basic work will be to provide construction feasibility and cost opinions regarding road alignment and structure in lieu of purchasing right of way for the Levee.

We assume that the Design Coordination meetings for each phase will have 1 meeting in person (though they may need to be adapted to a virtual platform), and the others via teleconference.. Our assumptions are that we will be moving through 30% design and estimation in the fall of 2020. VEI inputs will be required at long intervals until we know exactly how much wall is required. VEI's work includes:

2.8.1. Project Management and Administration

- Coordination between R&E and VEI.
- Staff management and review
- Project Administration

2.8.2. Roadway Alternatives Phase

- Review of Geotech Report with preliminary alignments, and analysis of wall types and depths.
- Material and recent cost analysis for wall types, depths, and relative quantities.
- Drafting of a few wall sections for exhibit and estimating purposes.

2.9. TRAFFIC ANALYSIS

2.9.1. Transpo Group (Transpo) will provide traffic analysis and work zone traffic control services to the Client for the design of the Ferndale Levee Improvement Project. **Roadway Alignment Alternatives Traffic Analysis**

Collect and Review Data

Review and summarize existing traffic volumes data in the vicinity. Due to the current COVID-19 conditions, the ability to collect traffic data may be limited; therefore, the study will be based on previously collected traffic counts in the vicinity. In the absence of recent traffic data, Transpo will coordinate with City of Ferndale and Whatcom County staff on a methodology for estimating existing volumes.

One methodology that may be worthwhile is to leverage third party probe data systems, such as Streetlight Data which can provide historic count estimates, origin-destination information, and other travel data. This data may also support Task 3 as part of the detour analysis.

Transpo will assemble all available study area maps, plans and relevant transportation data from the City of Ferndale and Whatcom County. Transpo will review and summarize traffic volumes, speed, and classification data for Ferndale Road and other relevant roadways. Transpo will assemble historical collision data for the study area and identify trends/issues to be addressed in the design of the new roadway. Information that will be collected and summarized includes:

- Speed data
- Daily traffic volumes
- 3rd party historic probe data (such as Streetlight Data)
- Intersection turning movements for AM and PM peak hour conditions

Travel Forecasting

Transpo will review planned phasing of development and future capital infrastructure projects. Transpo will develop year of opening (2024) and design year (2040) travel forecasts. The forecasts will be developed utilizing the City of Ferndale TransCAD travel demand model. Background growth factors and shifts in traffic due to future connections will be accounted for in the travel forecasts.

Intersection Analysis

Transpo will evaluate overall intersection and roadway levels of service, hours of delay, and vehicle queuing for existing, year of opening, and design year conditions assuming no improvements and proposed improvements.

Final Alignment Alternatives Analysis

Transpo will evaluate up to three roadway design alternatives.

Work Zone Traffic Control Analysis

Transpo will evaluate up to three vehicle detour design alternatives and will leverage Streetlight Data to estimate the impacts of the alternative detour designs.

Deliverables:

- Updated traffic data including daily traffic volumes, peak hour turning movements, speeds, and vehicle classification counts.
- Travel forecasts for 2024 and 2040 horizon years
- Draft and final memorandum summarizing the traffic analysis (PDF electronic copy only)

2.10. CIVIL DESIGN

2.10.1. Roadway Alternative Geometry

This work will consist of the development of four roadway alternatives as described in the project understanding. All civil design items shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

1. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, (2020)
2. WSDOT Standard Plans for Road, Bridge, and Municipal Construction
3. WSDOT Design Manual
4. WSDOT Highway Runoff Manual
5. AASHTO A Policy on Geometric Design of Highways and Streets (2004)
6. Whatcom County Engineering Design Standards (as applicable)
7. City of Ferndale Engineering Design Standards (as applicable)

Design Criteria

R&E will prepare the design documentation for civil items within this scope of work and based on the design criteria meetings held with project stakeholders. The Design documentation will be included in the roadway alternatives report.

Geometry

R&E shall design the roadway geometry of the four alternatives in accordance with the standards as noted in this section and incorporating the conceptual levee design alternatives. Work shall be performed in accordance with the following tasks.

- Horizontal Alignment
- Vertical Profile
- Cross Sections

Private Property Matches

R&E shall determine matches of the proposed improvement to public and private property and define appropriate property restoration. The private property accesses will be designed in accordance with current County and City standards. Work will be performed in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

2.10.2. Utilities

Utilities known to be in the project corridor area as follows:

- Water..... City of Ferndale
- Water..... Public Utility District No. 1 of Whatcom County (PUD)
- Sewer..... City of Ferndale
- Storm Drain City of Ferndale
- Petroleum Pipeline Trans Mountain Pipeline

- Power Puget Sound Energy
- Natural Gas..... Cascade Natural Gas
- Telephone / Communications... Frontier
- Cable / Communications Comcast

R&E shall prepare the design alternatives to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by each alternative. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor.

If critical utility conflicts are identified in the alternative analysis stage, the critical utilities will be potholed. R&E will provide staff to monitor and document the pothole of the utility. Construction equipment necessary for the pothole excavation, backfill and restoration will be provided by the County or City of Ferndale. Two 8-hour day is assumed for the utility potholes. Work will be performed in accordance with the following tasks.

- Utility Improvements and Relocations
- Franchise Utility Coordination
- Pothole Utilities

2.10.3. Street Lighting

Street lighting is assumed to be provided only within the City of Ferndale for each of the four roadway alternatives. Street lighting is assumed to be provided by PSE Pole services (formerly IntoLight). R&E will coordinate with PSE Pole services to estimate the lighting needs and associated cost for each alternative. PSE Pole services will be responsible to prepare all associated lighting calculations and design drawings.

As no overhead utilities are currently present along Ferndale Road within the Ferndale City limits, it is assumed that street lighting will be provided on standalone street light poles.

2.10.4. Temporary Erosion and Sedimentation Control

R&E shall review the Temporary Erosion and Sedimentation Control (TESC) measures anticipated for each alternative. A TESC plan will not be developed for each alternative during the analysis stage, the review will help estimate alternative costs and identify alternative constraints.

2.10.5. Traffic Control / Construction Sequence Plans

R&E with data from Transpo will review the temporary traffic control requirements anticipated for each alternative. This will include a review of the pedestrian traffic control measures which may be necessary. Temporary traffic control plans will not be developed for each alternative during the analysis stage, the review will help estimate alternative costs and identify alternative constraints.

2.10.6. Storm Drainage

The purpose of this task of work is to identify the stormwater management requirements associated with each alternative and to develop a conceptual level stormwater management strategy for each alternative. It is thought that there is a combination of stormwater outfalls to both the Nooksack River and to Schell Creek. Stormwater management requirements will be evaluated in accordance with the Ecology Stormwater Management Manual for Western Washington, 2014 version.

Background Research

R&E will conduct background research consisting of collecting as-built drainage plans as available from the County and the City of Ferndale. The purpose will be to identify the existing stormwater infrastructure within the project limits and adjacent sites which may be affected by the project. This will include research of conveyance, and stormwater management facilities as well as outfall locations, with interest in outfalls to the Nooksack River.

Basin Delineation

R&E will delineate drainage basins within the project limits and determine the direction of flow and the existing drainage paths. This work will include a determination of Threshold Discharge Areas (TDA's). Basins and TDA's will be mapped for evaluation and future design purposes.

Water Quality and Flow Control

Based on the roadway alternative designs, R&E will determine the water quality and flow control requirements for each of the four alternatives. Based on the stormwater mitigation requirements, geotechnical information, and background research, R&E will develop conceptual stormwater management alternatives for the four alternatives. Work will include the following:

- **Model Stormwater Flow and Volume**

R&E shall model and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, flow control, and water quality treatment.

- **Storm Drain Conveyance System**

R&E shall evaluate alternatives for storm drainage conveyance. The conceptual conveyance system shall be designed to accommodate flows generated by the project only.

- **Stormwater Quality and Flow Control**

R&E shall develop a listing of storm drainage management alternatives incorporating various combinations of collection, conveyance, treatment, and flow control. R&E shall develop a list of potential sites for treatment and flow control and meet with the County and City of Ferndale to review the alternatives and select a preferred alternative.

Deliverables

- Stormwater management alternatives incorporated into the alternative evaluation report.

2.10.7. Plans

R&E shall prepare conceptual level plans for each of the four roadway alternatives. The plans will be prepared in accordance with R&E's internal drafting standards and will include, at the very least, the following:

1. Cover Sheet and Vicinity Map
2. Standard Legend and Symbols
3. Typical Roadway Sections
4. Roadway Plan and Profile
5. Stormwater Concept Plans

Deliverables

- Alternative Conceptual Plans (4 Sets)

2.10.8. Estimates

R&E shall determine quantities and prepare a conceptual level cost estimate for each of the four alternatives to be submitted to the County for review with the Alternatives Report. Work will be performed in accordance with the following tasks.

- Quantity Take-Offs
- Cost Estimate

Deliverables

- Alternative Estimates (4)

2.10.9. Alternatives Report

R&E will prepare an Alternatives report. The report will incorporate the various deliverables of the roadway alternatives either in the body of the report or as an appendix. The report will review the technical aspects of the four alternatives, provide a summary and breakdown of the costs associated with each alternative and provide a recommendation for which alternative should proceed to final design and ultimately to construction based on evaluation criteria developed during the course of the work.

R&E will provide a draft, and final report to the County. One round of comments is anticipated from the County and the City of Ferndale prior to finalizing the report.

Deliverables

- Draft Alternative Report
- Final Alternative Report

3. PRELIMINARY 30% DESIGN

The purpose of the 30% design is to advance the design of the preferred alternative to the 30% design level including preliminary plans and cost estimate.

3.1. STAKEHOLDER OUTREACH

3.1.1. FLIP Steering Committee

This meeting is anticipated to occur after the alternatives have been developed and will be attended by:

- R&E
- NHC
- GeoEngineers

3.1.2. Design Coordination Meetings (3)

Three design coordination meetings are anticipated to occur after selection of the preferred alternative. The meetings will be held to coordinate and refine the design, resolve outstanding issues, and obtain direction from the County. The meetings will be attended by:

- R&E
- GeoEngineers
- Transpo
- NHC
- Eccos

3.2. DESIGN SURVEY AND BASE MAP

3.2.1. Design Survey

Upon completion of the Roadway Alternatives Phase, R&E and NWS shall complete the field topographic survey of the chosen alternative to facilitate the 30% design.

The topographic survey will be tied to existing County monumentation and datum. Work will be performed in accordance with the following tasks.

- Topographic Survey and Research
- Prepare Field Crew Instructions
- Receive and Download Field Survey Data

3.2.2. Utility Locates

If the chosen roadway alternative falls outside of the area previously marked for utility locates R&E or NWS shall call the state "dial-before-you-dig" contractor number to clear utility locations prior to the design survey. However, "dial-before-you-dig" do not check utilities outside of the public right-of-way and in some cases does not perform locates for design purposes. R&E will contract with a private locating company for utility locates outside of the public right-of-way and for utilities not located for design purposes.

3.2.3. Base Map

R&E shall update the base map with the additional topographic survey create a three-dimensional electronic surface representing existing field conditions based on the original survey data and supplemental field survey data gathered by NWS.

Work will be performed in accordance with the following tasks.

- Prepare Design Base Map
- Field Verify Base Map

Deliverables

- Digital Base Map

3.3. LANDSCAPE ARCHITECTURE / PRESENTATION GRAPHICS

The scope of work presented for landscape architecture is based on an assumed level of effort as the preferred alternative is not known at this time. This scope will be reviewed at the conclusion no of the alternatives analysis phase and the County notified if adjustments are necessary.

3.3.1. Background / Project Setup

Eccos will update AutoCAD drawings based on the updated base map and other design disciplines. Final design criteria will be reviewed for incorporation into the preliminary design.

3.3.2. Design

Eccos will prepare preliminary sketches and other diagrams for the preferred alternative for County and design team review. Eccos will prepare design plan sheets for the preferred alternative which are assumed to consist of the following:

- Preliminary Key Sheet
- Preliminary Site Layout (4 sheets)
- Preliminary Site Details (2 sheets)
- Preliminary Site Amenities (1 sheet)
- Preliminary Landscape Plan (4 sheets)

3.3.3. Cost Estimating

Eccos will prepare preliminary cost estimates of the recreational components for the preferred alternative to be incorporated into the overall alternative cost estimate.

3.4. RIGHT-OF-WAY

Upon completion of the roadway alternatives phase and selection of a preferred alternative, R&E shall develop a ROW plan for the preferred alternative and including the remainder of the levee to the south. This ROW plan shall be used by the County in pursuing acquisition of the property rights necessary to support the construction and ongoing maintenance of the project.

3.4.1. Coordinate with the County

R&E will coordinate with the County for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications.

3.4.2. Identify ROW Needs

During the 30% design, R&E will update the ROW needs based on survey information, horizontal and vertical design roadway geometry, utilities, and storm drainage alternatives.

3.4.3. Identify Impacted Improvements

During the 30% design, R&E will update existing improvements which will be impacted by the project both on public and private property. Identification of the impacted improvements will be utilized in estimating cost to cure.

3.4.4. Prepare ROW Plan

R&E shall prepare a ROW plan for the County review and approval, for ROW and easements to be acquired in association with the preferred alternative. The ROW plan will be prepared in accordance with WSDOT guidance and will be identify the property boundary and ROW and easement (2) to be acquired for each property. Acquisitions will be identified using station and offset from the project alignment. Work will be performed in accordance with the following tasks.

- Prepare ROW Plan
- Respond to County Comments

3.4.5. Cost to Cure

R&E shall prepare and estimate for the cost to cure impacted improvements identified with the preferred roadway alternative. Cost to cure items will be identified separately in the project cost estimate as identified in this scope of work.

Deliverables

- Right-of-Way Plan (pdf and AutoCAD).
- Estimates for Cost to Cure Items.

3.5. ENVIRONMENTAL PROCESS AND PERMITTING

3.5.1. Permit Coordination

During the 30% design phase, R&E shall work with the County to provide supporting information necessary for permit applications and approvals. Support provided by the consultant team will include estimated quantities of work and design drawings. The County will lead the permit effort including correspondence and coordination with all permit agencies, preparing applications, and submitting applications.

3.5.2. Permit Agency Meetings

R&E will be available to attend up to three (3) permit meetings with the respective permitting agency if requested by the County. R&E can provide permitting support through the meetings by providing technical information related to the project design.

Deliverables

- Estimated quantities of work for the preferred alternative.
- Design drawings as developed through the course of work.

3.6. GEOTECHNICAL

3.6.1. 30% Analysis and Design Recommendations

1. Complete preliminary stability analyses for up to four typical levee cross sections and soil profiles under each of the following conditions: end of construction, steady state seepage during full flood stage, sudden drawdown, and seismic conditions. The geometry of the stability analysis will be based in part on survey data provided by R&E and hydraulics information.
2. Complete stability analysis and develop preliminary recommendations and design parameters for alternate roadway sections including preliminary retaining wall options such as gravity structures, mechanically stabilized earth, and/or sheet pile options, as needed. Provide typical sections as needed.
3. Develop preliminary recommendations for levee construction including site preparation, levee fill materials, compaction requirements, embankment slopes and geosynthetic reinforcement for steeper slopes, if necessary.
4. Develop preliminary recommendations for drainage blankets or other suitable measures to control seepage, if necessary, based on our studies.
5. Develop preliminary recommendation for roadway pavement and base section.
6. Develop preliminary recommendations for stormwater management including feasibility-level evaluation of stormwater infiltration.
7. Provide recommendations for additional explorations and analysis necessary to complete 60% (or final) design.
8. Prepare a preliminary geotechnical engineering report summarizing the results of our analyses and providing our conclusions and recommendations for the 30% design alternative. Included will be the information in the Geotechnical Data Report, and any other data information developed during the 30% design.

Assumptions:

- Scope does not include a detailed finite element analysis of earthquake induced liquefaction or displacement and is not expected to be necessary at this time.
- Scope does not include levee certification at the 30% design level.

Deliverables:

- Draft and final Preliminary Geotechnical Design Report

3.7. HYDRAULICS AND HYDROLOGY

3.7.1. Hydraulic Modeling

NHC shall update the model to reflect the 30% design and run the design flows. Changes to model results since the alternatives phase and compared to existing conditions will be noted. Any rises in the 100-year flood water surface elevation will be noted. Adjustments to levee freeboard elevations will be noted; these are expected to be minor at this stage.

3.7.2. Erosion and Scour Protection Design

NHC will provide design services for the river erosion protection design. The design will be focused on the riverside on the proposed levee and will address surficial erosion stresses and toe erosion due to bend, contraction and general scour. The design will meet the previously agreed-to design criteria. Where the levee is immediately adjacent to the river, it is assumed that a composite design comprising a rock toe and lower levee facing, vegetated upper slopes, and LWD for mitigation will be required. Where there will be a riparian buffer between the levee and river the design will be adjusted to reflect this, with consideration given to the geomorphic analysis and lateral channel migration likelihood.

NHC will work cooperatively with the County in considering design options for rock, wood, and vegetation. County will provide input on preferred designs and permitting implications of the various options.

NHC will provide the design as section views in CAD with notes showing which segments of the proposed levee a given design section applies. NHC will provide Basis of Design report for the work describing the design criteria, design methods, and engineering calculations. NHC will provide cost estimates for the erosion and scour protection system design, including rock armoring and LWD structures, but excluding earthmoving costs.

Assumptions

- The basis of design report will be provided as a stand-alone technical memorandum

Client Responsibilities

- Provide input on riverbank side levee design options.

Deliverables

- Internal use CAD annotated section views with notes indicating segments of levee to be applied to.
- Basis of Design technical memorandum.

3.8. STRUCTURAL DESIGN

As the level of structural design (if any) is not currently known, VEI has assumed a level of effort for this task and assumes that at least a few sections of wall and some structure tie-ins (such as to the PUD intake building) will be necessary. The County will be notified, and a contract supplement may be necessary if the assumed level of effort differs from the effort required to complete the 30% design. Work will include the following:

- Design Coordination Meeting
- 30% Design, Details and Analysis
- 30% Construction Estimate

3.9. CIVIL DESIGN

3.9.1. Roadway Geometry

Design Criteria

R&E will prepare the design documentation for civil items within this scope of work based on the chosen alternative and Ferndale Road south of the Ferndale City limits. Design documentation will be updated as required as the 30% design progresses.

Geometry

R&E shall design the roadway and levee geometry for the project in accordance with the standards as noted in this scope of work. Work shall be performed in accordance with the following tasks.

- Horizontal Alignment
- Vertical Profile
- Cross Sections

Private Property Matches

R&E shall determine matches of the proposed improvements to public and private property and define appropriate property restoration. The private property accesses will be designed in accordance with current County and City standards. Work will be performed in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

3.9.2. Channelization & Signing

The channelization plan will be developed based on the roadway geometry of the chosen alternative. The limits of the channelization plan shall be the complete project limits of Ferndale Road Channelization is anticipated to generally consist of single lane two way roadway within the County and may include urban channelization such as bike lanes, crosswalks and right/left turn lanes.

Channelization Plan

R&E shall prepare channelization plans to be reviewed and approved by the County and City of Ferndale and incorporated into the 30% plans. The channelization plans will be prepared based on the chosen alternative as noted above. Work will be performed in accordance with the following tasks:

- Check Design Vehicles
- Prepare Channelization Plan
- County & City of Ferndale Review and Approval

Sign Plans

R&E shall prepare a sign plan to be incorporated into the project plans. The sign plan will identify all proposed or relocated signs except for those signs which are mounted on traffic signal mast arms.

Deliverables

- County & City of Ferndale Approved Channelization Plan
- Sign Plan

3.9.3. Utilities

R&E shall prepare the design alternatives to avoid known utility conflicts if practical. No new utility design except for storm drainage are anticipated within the project limits. R&E shall identify utilities that will be affected by each alternative. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor.

If critical utility conflicts are identified in the 30% design, the critical utilities will be potholed. R&E will provide staff to monitor and document the pothole of the utility. Construction equipment necessary for the pothole excavation, backfill and restoration will be provided by the County or City of Ferndale. One 8-hour day is assumed for the utility potholes. Work will be performed in accordance with the following tasks.

- Utility Improvements and Relocations
- Franchise Utility Coordination
- Pothole Utilities

3.9.4. Street Lighting

Street lighting is assumed to be provide only within the City of Ferndale. Street lighting and design is assumed to be provided by PSE Pole Services (formerly IntoLight). PSE Pole Services will be responsible to prepare all associated lighting calculations and design drawings.

R&E shall coordinate with PSE Pole Services and provide roadway design information necessary for PSE to prepare the design of the street lighting system. It is anticipated that the street lighting will consist of new standalone light poles.

It is anticipated that the PSE provided design will be incorporated into the 30% plan set as appropriate for contractor installed conduit, hand-holes, and street light tubes. It is anticipated that PSE Pole Services will install the light fixtures and poles as well as pull conductors and make all electrical connections at the time of construction.

3.9.5. Temporary Erosion and Sedimentation Control Plan

R&E shall develop the preliminary Temporary Erosion and Sedimentation Control Plan in conjunction with the project team. The Plan will be prepared using standard BMP's utilized throughout the project site. The plan will account for surface runoff during construction and jobsite access points. The plan will identify the locations of BMP's to be incorporated within the project.

3.9.6. Traffic Control / Construction Sequence Plans

R&E in cooperation with Transpo will develop traffic control and construction sequence plans for the proposed work. The primary goal will be to develop plans which result in the least impact to the travel in public as is reasonable. This may include a phased construction approach.

3.9.7. Storm Drainage Design

Storm drainage design will be prepared for the chosen alternative only. The background research, basin delineation and conceptual water quality and flow control concepts will be used as the basis for the 30% design. Stormwater management requirements will be evaluated in accordance with the Ecology Stormwater Management Manual for Western Washington, 2014 version or the WSDOT Highway Runoff Manual as acceptable by the applicable County or City of Ferndale code.

Water Quality and Flow Control

R&E will determine the water quality and flow control requirements for the project. Based on the stormwater mitigation requirements, geotechnical information, and background research, R&E will develop preliminary stormwater management design for the project. Work will include the following:

- **Model Stormwater Flow and Volume**
R&E shall model and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, flow control, and water quality treatment.
- **Storm Drain Conveyance System**

R&E shall evaluate alternatives for storm drainage conveyance. The conceptual conveyance system shall be designed to accommodate flows generated by the project only. This will include an evaluation of the existing drainage course and capacity of the existing system. It is assumed that the stormwater conveyance system will be contained within the project limits. A drainage study to evaluate overall basin characteristics, storm drain flow rates or volumes outside of the project limits will not be performed.

- **Stormwater Quality and Flow Control**

R&E shall develop the stormwater quality and flow control design which may incorporate various combinations of collection, conveyance, treatment, and flow control.

Stormwater Report

R&E shall prepare a preliminary stormwater report for review County. The report shall include a discussion of conveyance and will address water quality and flow control as required by the Stormwater Management Manual for Western Washington. The stormwater report will be finalized during later stages of design.

Deliverables

- Preliminary stormwater design incorporated into the project plans.
- Preliminary Stormwater Report.

3.9.8. Plans

R&E shall prepare the 30% plans for the project. 30% plans will include, at the very least, the following:

1. Cover Sheet and Vicinity Map
2. Standard Legend and Symbols
3. Channelization and Signing Layout
4. Typical Roadway Sections
5. Roadway Plan and Profile
6. Stormwater Design Plans
7. TESC Plans
8. Traffic Control Plans

The plans will be prepared and submitted to the County for review and comment. R&E will address the County comments and update the 30% plans. One round of comments is anticipated.

Deliverables

- 30% design plans in PDF format.

3.9.9. Estimates

R&E shall determine quantities and prepare a preliminary cost estimate at the 30% design level to be submitted to the County for review with the plan submittal. Work will be performed in accordance with the following tasks.

- Quantity Take-Offs
- Cost Estimate

Deliverables

- 30% Cost Estimate

3.9.10. Basis of Design Report

R&E will prepare a Basis of Design Report for the preliminary design. The report will incorporate the various deliverables of the project design either in the body of the report or as an appendix. The report will review the technical aspects of the design, provide a summary and breakdown of the costs, and reference the preliminary project plans.

R&E will provide a draft, and final report to the County. One round of comments is anticipated from the County prior to finalizing the report.

Deliverables

- Draft Alternative Report
- Final Alternative Report

4. CONTINGENCY TASK

This scope of work includes a contingency task to be utilized at the sole discretion of the County. This task shall only be utilized upon written authorization from the County. The written authorization shall include specific direction of the work to be performed. A budget amount has been included in the project fee estimate only to set the dollar amount which may be utilized for this Contingency Task. Inclusion of the budget amount in no way implies that any or all the Contingency Task will be utilized.

5. REIMBURSABLES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursables.

SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the County and R&E, this contract may be supplemented to include work not specifically addressed in sections I and II above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

EXHIBIT "B" (COMPENSATION)

Ferndale Levee Improvement Project Phase 1

DO NOT FILL IN GRAY CELLS

Task		Sub-Task		Task Name		Hour and Cost Totals by Firm and Total										TOTAL	
Task	Sub-Task	Task	Sub-Task	Task Name	Task	Hours	Total Task Cost	RECHARDT & ZIE	Task Cost	Task Hours	Task Cost	GEORGINIERS	Task Cost	Task Hours	Task Cost	WICKS & WYATT	Task Cost
Project Management and Administration																	
1.1	1.1	64	\$	7,969.28	64	\$	7,969.28	64	\$	7,969.28	0	\$	0	0	\$	0	\$
1.2	1.2	30	\$	4,110.84	30	\$	4,110.84	30	\$	4,110.84	0	\$	0	0	\$	0	\$
1.3	1.3	6	\$	933.90	6	\$	933.90	6	\$	933.90	0	\$	0	0	\$	0	\$
1.4	1.4	20	\$	2,750.64	20	\$	2,750.64	20	\$	2,750.64	0	\$	0	0	\$	0	\$
1.5	1.5	20	\$	3,113.00	20	\$	3,113.00	20	\$	3,113.00	0	\$	0	0	\$	0	\$
Baseline Alignment Alternatives																	
2	2	38.25	\$	6,407.27	38.25	\$	6,407.27	38.25	\$	6,407.27	6	\$	720.00	0	\$	0	\$
2.1	2.1	46.5	\$	7,934.10	46.5	\$	7,934.10	46.5	\$	7,934.10	0	\$	0	0	\$	0	\$
2.1.1	2.1.1	43.25	\$	7,133.55	43.25	\$	7,133.55	43.25	\$	7,133.55	0	\$	0	0	\$	0	\$
2.1.2	2.1.2	136.75	\$	22,107.91	136.75	\$	22,107.91	136.75	\$	22,107.91	18	\$	2,160.00	0	\$	0	\$
2.1.3	2.1.3	20.25	\$	3,946.97	20.25	\$	3,946.97	20.25	\$	3,946.97	0	\$	0	0	\$	0	\$
2.1.4	2.1.4	14.25	\$	2,478.97	14.25	\$	2,478.97	14.25	\$	2,478.97	0	\$	0	0	\$	0	\$
2.1.5	2.1.5	5	\$	772.36	5	\$	772.36	5	\$	772.36	0	\$	0	0	\$	0	\$
2.1.6	2.1.6	5	\$	510.82	5	\$	510.82	5	\$	510.82	0	\$	0	0	\$	0	\$
2.1.7	2.1.7	175	\$	21,943.73	175	\$	21,943.73	175	\$	21,943.73	0	\$	0	0	\$	0	\$
2.1.8	2.1.8	4	\$	435.82	4	\$	435.82	4	\$	435.82	0	\$	0	0	\$	0	\$
2.2	2.2	9	\$	977.77	9	\$	977.77	9	\$	977.77	0	\$	0	0	\$	0	\$
2.2.1	2.2.1	46	\$	3,865.68	46	\$	3,865.68	46	\$	3,865.68	0	\$	0	0	\$	0	\$
2.2.2	2.2.2	8	\$	684.38	8	\$	684.38	8	\$	684.38	0	\$	0	0	\$	0	\$
2.2.3	2.2.3	24	\$	2,904.45	24	\$	2,904.45	24	\$	2,904.45	20	\$	2,400.00	0	\$	0	\$
2.3	2.3	62	\$	9,654.19	62	\$	9,654.19	62	\$	9,654.19	72	\$	8,640.00	0	\$	0	\$
2.3.1	2.3.1	30	\$	3,689.38	30	\$	3,689.38	30	\$	3,689.38	24	\$	2,880.00	0	\$	0	\$
2.3.2	2.3.2	4	\$	488.08	4	\$	488.08	4	\$	488.08	0	\$	0	0	\$	0	\$
2.3.3	2.3.3	5	\$	541.85	5	\$	541.85	5	\$	541.85	0	\$	0	0	\$	0	\$
2.4	2.4	10	\$	1,081.50	10	\$	1,081.50	10	\$	1,081.50	0	\$	0	0	\$	0	\$
2.4.1	2.4.1	10	\$	1,081.50	10	\$	1,081.50	10	\$	1,081.50	0	\$	0	0	\$	0	\$
2.4.2	2.4.2	8	\$	884.33	8	\$	884.33	8	\$	884.33	0	\$	0	0	\$	0	\$
2.4.3	2.4.3	8	\$	884.33	8	\$	884.33	8	\$	884.33	0	\$	0	0	\$	0	\$
2.4.4	2.4.4	8	\$	884.33	8	\$	884.33	8	\$	884.33	0	\$	0	0	\$	0	\$
2.4.5	2.4.5	8	\$	884.33	8	\$	884.33	8	\$	884.33	0	\$	0	0	\$	0	\$
2.5	2.5	63	\$	4,560.66	63	\$	4,560.66	63	\$	4,560.66	0	\$	0	0	\$	0	\$
2.5.1	2.5.1	138	\$	17,022.08	138	\$	17,022.08	138	\$	17,022.08	0	\$	0	0	\$	0	\$
2.5.2	2.5.2	38	\$	5,969.84	38	\$	5,969.84	38	\$	5,969.84	0	\$	0	0	\$	0	\$
2.6	2.6	52	\$	7,910.88	52	\$	7,910.88	52	\$	7,910.88	0	\$	0	0	\$	0	\$
2.6.1	2.6.1	24	\$	3,423.81	24	\$	3,423.81	24	\$	3,423.81	0	\$	0	0	\$	0	\$
2.6.2	2.6.2	219	\$	31,816.81	219	\$	31,816.81	219	\$	31,816.81	0	\$	0	0	\$	0	\$
2.7	2.7	6	\$	1,307.95	6	\$	1,307.95	6	\$	1,307.95	0	\$	0	0	\$	0	\$
2.7.1	2.7.1	22	\$	2,744.39	22	\$	2,744.39	22	\$	2,744.39	0	\$	0	0	\$	0	\$
2.7.2	2.7.2	104	\$	13,244.38	104	\$	13,244.38	104	\$	13,244.38	0	\$	0	0	\$	0	\$
2.8	2.8	49	\$	7,599.86	49	\$	7,599.86	49	\$	7,599.86	0	\$	0	0	\$	0	\$
2.8.1	2.8.1	110	\$	16,461.98	110	\$	16,461.98	110	\$	16,461.98	0	\$	0	0	\$	0	\$
2.9	2.9	5	\$	653.73	5	\$	653.73	5	\$	653.73	0	\$	0	0	\$	0	\$
2.9.1	2.9.1	58	\$	6,192.10	58	\$	6,192.10	58	\$	6,192.10	0	\$	0	0	\$	0	\$
2.9.2	2.9.2	18	\$	1,856.50	18	\$	1,856.50	18	\$	1,856.50	0	\$	0	0	\$	0	\$
2.10	2.10	6	\$	694.86	6	\$	694.86	6	\$	694.86	0	\$	0	0	\$	0	\$
2.10.1	2.10.1	12	\$	1,369.72	12	\$	1,369.72	12	\$	1,369.72	0	\$	0	0	\$	0	\$
2.10.2	2.10.2	12	\$	1,257.94	12	\$	1,257.94	12	\$	1,257.94	0	\$	0	0	\$	0	\$
2.10.3	2.10.3	7	\$	728.73	7	\$	728.73	7	\$	728.73	0	\$	0	0	\$	0	\$
2.10.4	2.10.4	8	\$	884.38	8	\$	884.38	8	\$	884.38	0	\$	0	0	\$	0	\$
2.10.5	2.10.5	8	\$	884.38	8	\$	884.38	8	\$	884.38	0	\$	0	0	\$	0	\$
2.10.6	2.10.6	6	\$	694.86	6	\$	694.86	6	\$	694.86	0	\$	0	0	\$	0	\$
2.10.7	2.10.7	14	\$	1,681.02	14	\$	1,681.02	14	\$	1,681.02	0	\$	0	0	\$	0	\$
2.10.8	2.10.8	44	\$	5,130.80	44	\$	5,130.80	44	\$	5,130.80	0	\$	0	0	\$	0	\$
2.10.9	2.10.9	20	\$	2,167.80	20	\$	2,167.80	20	\$	2,167.80	0	\$	0	0	\$	0	\$
2.10.10	2.10.10	28	\$	2,914.50	28	\$	2,914.50	28	\$	2,914.50	0	\$	0	0	\$	0	\$
2.10.11	2.10.11	12	\$	1,369.72	12	\$	1,369.72	12	\$	1,369.72	0	\$	0	0	\$	0	\$
2.10.12	2.10.12	37	\$	4,857.00	37	\$	4,857.00	37	\$	4,857.00	0	\$	0	0	\$	0	\$

DO NOT FILL IN GRAY CELLS

Task	Sub Task	Task Name	Hour and Cost Totals by Firm and Total											
			RECHART & EIR			ECCOCS DESIGN			DRAUGHTING			T&E		
			Task Hours	Task Cost	Total Task Cost	Task Hours	Task Cost	Total Task Cost	Task Hours	Task Cost	Total Task Cost	Task Hours	Task Cost	Total Task Cost
3.1	3.1.1	Preliminary 30% Design	10.25	\$ 1,705.05	\$ 1,705.05	6	\$ 608.34	\$ 608.34	0	\$ -	\$ -	3	\$ 460.93	\$ 460.93
	3.1.2	Standardize Orientation	136.75	\$ 21,857.89		18	\$ 2,478.14		0	\$ -		16	\$ 3,137.85	
3.2	3.2.1	Design Coordination Meetings (3)	28	\$ 3,450.04	\$ 3,450.04	7	\$ 2,095.64	\$ 2,095.64	0	\$ -	\$ -	0	\$ -	\$ -
	3.2.2	Design Survey and Base Map	2	\$ 240.04		2	\$ 240.04		0	\$ -		0	\$ -	
3.3	3.3.1	Base Map	11	\$ 1,140.31	\$ 1,140.31	11	\$ 1,140.31	\$ 1,140.31	0	\$ -	\$ -	0	\$ -	\$ -
	3.3.2	Base Map Architecture / Presentation Graphics	16	\$ 1,935.41		16	\$ 1,935.41		0	\$ -		0	\$ -	
	3.3.3	Background / Project Setup	160	\$ 19,397.80	\$ 19,397.80	18	\$ 2,717.05	\$ 2,717.05	0	\$ -	\$ -	0	\$ -	\$ -
	3.3.4	Conceptual Design	14	\$ 1,644.86		6	\$ 664.86		0	\$ -		0	\$ -	
3.4	3.4.1	Right-of-Way	4	\$ 498.08	\$ 498.08	4	\$ 498.08	\$ 498.08	0	\$ -	\$ -	0	\$ -	\$ -
	3.4.2	Coordinate with the County	6	\$ 672.40		6	\$ 672.40		0	\$ -		0	\$ -	
	3.4.3	Identify utility Needs	10	\$ 1,085.90	\$ 1,085.90	10	\$ 1,085.90	\$ 1,085.90	0	\$ -	\$ -	0	\$ -	\$ -
	3.4.4	Identify impacted improvements	24	\$ 2,502.32		24	\$ 2,502.32		0	\$ -		0	\$ -	
3.5	3.5.1	Prepare ROW Plan	8	\$ 864.38	\$ 864.38	8	\$ 864.38	\$ 864.38	0	\$ -	\$ -	0	\$ -	\$ -
	3.5.2	Cost to Cure	10	\$ 1,195.68		10	\$ 1,195.68		0	\$ -		0	\$ -	
3.6	3.6.1	Environmental Programs and Permitting	14	\$ 1,693.76	\$ 1,693.76	14	\$ 1,693.76	\$ 1,693.76	0	\$ -	\$ -	0	\$ -	\$ -
	3.6.2	Permit Agency Meetings	122	\$ 17,081.54		18	\$ 1,805.54		0	\$ -		0	\$ -	
3.7	3.7.1	Geotechnical	42	\$ 6,222.56	\$ 6,222.56	3	\$ 249.04	\$ 249.04	0	\$ -	\$ -	40	\$ 5,973.52	\$ 5,973.52
	3.7.2	30% Analysis and Design Recommendations	152	\$ 20,580.28		18	\$ 2,002.85		0	\$ -		134	\$ 18,577.48	
3.8	3.8.1	Hydraulic Modeling	102	\$ 12,332.76	\$ 12,332.76	18	\$ 1,748.76	\$ 1,748.76	0	\$ -	\$ -	0	\$ -	\$ -
	3.8.2	Erosion and Shore Protection Design	4	\$ 498.08		4	\$ 498.08		0	\$ -		0	\$ -	
3.9	3.9.1	Structural Design	30	\$ 3,251.70	\$ 3,251.70	30	\$ 3,251.70	\$ 3,251.70	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.2	Vector Coordination	18	\$ 1,856.50		18	\$ 1,856.50		0	\$ -		0	\$ -	
	3.9.3	Channelization Plan	14	\$ 1,470.20	\$ 1,470.20	14	\$ 1,470.20	\$ 1,470.20	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.4	Sign Plan	6	\$ 684.86		6	\$ 684.86		0	\$ -		0	\$ -	
	3.9.5	Utility Improvements and Relocations	12	\$ 1,589.72	\$ 1,589.72	12	\$ 1,589.72	\$ 1,589.72	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.6	Friendship Utility Coordination	7	\$ 728.73		7	\$ 728.73		0	\$ -		0	\$ -	
	3.9.7	Pothole Valves	8	\$ 864.38	\$ 864.38	8	\$ 864.38	\$ 864.38	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.8	Street Lighting	44	\$ 5,130.80		44	\$ 5,130.80		0	\$ -		0	\$ -	
	3.9.9	Temporary Erosion and Sedimentation Control	24	\$ 2,719.44	\$ 2,719.44	24	\$ 2,719.44	\$ 2,719.44	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.10	Traffic Control / Construction Sequence Plans	10	\$ 1,083.90		10	\$ 1,083.90		0	\$ -		0	\$ -	
	3.9.11	Storm Drainage	14	\$ 1,457.46	\$ 1,457.46	14	\$ 1,457.46	\$ 1,457.46	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.12	Water Quality and Flow Control	6	\$ 684.86		6	\$ 684.86		0	\$ -		0	\$ -	
	3.9.13	Stormwater Report	24	\$ 3,001.27	\$ 3,001.27	24	\$ 3,001.27	\$ 3,001.27	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.14	Estimate	14	\$ 1,457.46		14	\$ 1,457.46		0	\$ -		0	\$ -	
	3.9.15	Quantity Take-Offs	24	\$ 3,001.27	\$ 3,001.27	24	\$ 3,001.27	\$ 3,001.27	0	\$ -	\$ -	0	\$ -	\$ -
	3.9.16	Cost Estimate	14	\$ 1,457.46		14	\$ 1,457.46		0	\$ -		0	\$ -	
	3.9.17	Subtotal Design Report	3329.25	\$ 442,163.26	\$ 442,163.26	1108	\$ 1,302,514.09	\$ 1,302,514.09	55	\$ 8,676.28	\$ 8,676.28	731	\$ 110,114.16	\$ 110,114.16
	3.9.18	Total Design Labor Fee												
	3.9.19	Total Labor Fee												
	3.9.20	Contingency Task		\$ 50,000.00	\$ 50,000.00			\$ 50,000.00			\$ 50,000.00			\$ 50,000.00
	3.9.21	Private Loading Service												
	3.9.22	Printing and Reproduction		\$ 4,000.00	\$ 4,000.00		\$ 4,000.00	\$ 4,000.00			\$ 4,000.00			\$ 4,000.00
	3.9.23	Site Reconnaissance / Utility Locate		\$ 100.00			\$ 100.00							
	3.9.24	Field Exploration		\$ 350.00	\$ 350.00		\$ 350.00	\$ 350.00			\$ 350.00			\$ 350.00
	3.9.25	Subcontracted Driller - Mud Rotary (3 days)		\$ 17,472.00			\$ 17,472.00							
	3.9.26	Subcontracted Traffic Control (3 days)		\$ 2,808.00	\$ 2,808.00		\$ 2,808.00	\$ 2,808.00			\$ 2,808.00			\$ 2,808.00
	3.9.27	Subcontracted Driller - Hollow Stem Auger / Phase (1 day)		\$ 2,808.00			\$ 2,808.00							
	3.9.28	Consolidation / Travel Testing		\$ 1,487.50	\$ 1,487.50		\$ 1,487.50	\$ 1,487.50			\$ 1,487.50			\$ 1,487.50
	3.9.29	Mileage (2,500 @ \$0.575)		\$ 350.00			\$ 350.00							
	3.9.30	Boat & Trailer		\$ 1,100.00	\$ 1,100.00		\$ 1,100.00	\$ 1,100.00			\$ 1,100.00			\$ 1,100.00
	3.9.31	Mileage (2,000 @ \$0.575)		\$ 350.00			\$ 350.00							
	3.9.32	Mileage (1,500 @ \$0.575)		\$ 350.00	\$ 350.00		\$ 350.00	\$ 350.00			\$ 350.00			\$ 350.00
	3.9.33	Overweight Data		\$ 35.461.40			\$ 35.461.40							
	3.9.34	Subtotal Direct Charges (incl by firm)		\$ 527,564.78	\$ 527,564.78		\$ 527,564.78	\$ 527,564.78			\$ 527,564.78			\$ 527,564.78
	3.9.35	Total Direct Charges (incl by firm)												
	3.9.36	Total Fee (incl by firm)												
	3.9.37	Subtotal Fee (incl by firm)												
	3.9.38	Total Fee (incl by firm)												

2020 Non-Federal Billing Rates

3/16/2020

Classification	Bill Rate
Engineer	2020
E-I	75.00
E-II	83.49
E-III	93.39
E-IV	104.71
E-V	117.45
E-VI	134.43
E-VII	155.65
Technical/CAD	
T-I	49.53
T-II	58.02
T-III	66.51
T-IV	75.70
T-V	86.32
T-VI	99.76
T-VII	118.15
Clerical	
C-I	42.45
C-II	48.11
C-III	55.19
C-IV	65.09
C-V	77.83

Notes:

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided above. These rates may be adjusted with the County's approval annually. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at IRS rate
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for location services are provided
- Reimbursement for air travel will be at coach rates
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost.

Contractor will invoice monthly. Invoices will include hours worked by employee by task, during the billing period. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount.

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

EXHIBIT "C"
(*CERTIFICATE OF INSURANCE*)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2020

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).

PRODUCER Guide Insurance Services, Inc. P.O. Box 473 Lynden WA 98264	CONTACT NAME: Leanne Holmes PHONE (A/C, No, Ext): (360) 354-2200 E-MAIL ADDRESS: leanneh@guideinsuranceservices.com INSURER(S) AFFORDING COVERAGE INSURER A: The Ohio Casualty Insurance Co INSURER B: Lloyds INSURER C: Ohio Security Insurance Compan INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 24074 24082
--	---	--

COVERAGES	CERTIFICATE NUMBER: Cert ID 2545	REVISION NUMBER:
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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS55331932	01/04/2020	01/04/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAS55331932	01/04/2020	01/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	USO55331932	01/04/2020	01/04/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BKS55331932 WA STOP GAP	01/04/2020	01/04/2021	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			FEI-AEP-11498	01/01/2020	01/01/2021	Per Claim \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Roadway Levee Design
Additional Insured per attached forms CG8810 0413 & AC8501 0618, Primary non-contributory and waiver of subrogation as they may apply.

CERTIFICATE HOLDER

Whatcom County
Public Works Department
322 N. Commercial St., Suite 2

Bellingham WA 98225

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	13
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	4
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	21
AMENDED FELLOW EMPLOYEE EXCLUSION	6
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	15
BODILY INJURY REDEFINED	25
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	3
EXTRA EXPENSE - BROADENED COVERAGE	11
GLASS REPAIR - WAIVER OF DEDUCTIBLE	17
HIRED AUTO COVERAGE TERRITORY	23
HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	7
LOAN / LEASE GAP (Coverage Not Available In New York)	16
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	2
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	18
PERSONAL EFFECTS COVERAGE	12
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	9
PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM	14
PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	24
RENTAL REIMBURSEMENT	10
SUPPLEMENTARY PAYMENTS	5
TOWING AND LABOR	8
TRAILERS - INCREASED LOAD CAPACITY	1
TWO OR MORE DEDUCTIBLES	19
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	20
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	22

SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lessor vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B**.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a)** Less than 52 feet long; and
- (b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. 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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



AB2020-309.

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

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

RE: Engineering Design Contract: Reichhardt & Ebe Engineering, Inc.
Ferndale Levee Improvement Project

DATE: July 13, 2020

RECEIVED

JUL 28 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

Enclosed are two (2) originals of a contract for services between Whatcom County Flood Control Zone District (FCZD) and Reichhardt & Ebe Engineering, Inc. for your review and signature.

Requested Action

The FCZD respectfully requests that the FCZD Board of Supervisors authorize the County Executive to enter into a contract with the selected consultant, Reichhardt & Ebe Engineering, Inc. for engineering design services for the Ferndale Levee Improvements Project.

Background and Purpose

This contract for engineering services will provide technical analysis and engineering design for the Ferndale Levee Improvement Project. The proposed improvement project extends south from the intersection of Front Avenue and Cherry Street for approximately 1.05 miles, and includes levee segments within both Whatcom County and the City of Ferndale.

The current levee system does not provide reliable flood protection to critical infrastructure including two water and one wastewater treatment plants, as well as roads, parks, residences and farmland. The US Army Corps of Engineers has identified multiple deficiencies with the levee system including a gap in the protection, inadequate levee geometry, unwanted vegetation, toe scour and levee penetrations. A capital project was included in the System-wide Improvement Framework (SWIF) developed by the FCZD in 2016 to resolve these deficiency.

The proposed project will be conducted in phases with the first phase focusing on providing alternative analysis and developing a 30% design levee of a preferred alternative. Significant involvement with the City of Ferndale, Whatcom PUD No.1, other stakeholders and local Tribes will occur throughout this project.

Funding Amount and Source