

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202402012

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	907010-Natural Resources/169121-Watershed Management Plan Implementation
Contract or Grant Administrator:	John N. Thompson, Sr. Salmon Recovery Planner
Contractor's / Agency Name:	Saturna Watershed Sciences, L.L.C.
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>Ecology Proviso – Grant # Pending</u>	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>MRSC Roster</u> Contract Cost Center: <u>823008</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>81,585.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: <i>This contract for services with Saturna Watershed Sciences, L.L.C. is to implement a second phase of investigation into initial recommended instream flow information, extrapolate that information to unmeasured sites, and provide documentation in support of watershed and salmon recovery planning.</i>	
Term of Contract: Not to Exceed	Expiration Date: June 30, 2024

- | | | |
|--------------------------|---|-------------------------|
| Contract Routing: | 1. Prepared by: <u>John N. Thompson</u> | Date: <u>02/14/2024</u> |
| | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>2/21/2024</u> |
| | 3. AS Finance reviewed: <u>Amy Martin</u> | Date: <u>2/21/2024</u> |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: <u>BSR</u> | Date: _____ |
| | 6. Executive contract review: _____ | Date: <u>3/8/2024</u> |
| | 7. Council approved (if necessary): <u>AB2024-162</u> | Date: <u>3/5/2024</u> |
| | 8. Executive signed: <u>Satpal Sidhu</u> | Date: <u>3/8/2024</u> |
| | 9. Original to Council: _____ | Date: _____ |

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
Director**





NATURAL RESOURCES

322 N. Commercial, 2nd Floor
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Elizabeth Kosa, Public Works Director **DWR** for EK

FROM: Gary Stoyka, Natural Resources Manager 
John N. Thompson, Sr., Salmon Recovery Planner 

DATE: February 14, 2024

RE: **Contract for Services with Saturna Watershed Sciences, L.L.C.**

Please find attached for your review an agreement between the Whatcom County Flood Control Zone District and Saturna Watershed Sciences, LLC. to implement a second phase of investigation into extrapolated initial recommended instream flow information in support of watershed and salmon recovery planning. The authorized agreement will be signed through DocuSign.

Requested Action

Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to sign this agreement.

Background and Purpose

The Watershed Staff Team (WST), through the WRIA 1 Watershed Management Board, compiled a list of technical data needed to advance the implementation of the WRIA 1 Watershed Management Plan. Technical Study Need Item No. 1 - *Investigate extrapolated initial recommended Instream Flow Information as well as the subsequent hydrologic updates* was identified as a high priority.

The first phase of this project was completed June 30, 2023 using the funding available at the time. That phase determined the information available and level of functionality of the instream flow modeling tool developed by Utah State University (USU). A draft Phase 2 scope of work outlining the work necessary to complete the technical study needs as envisioned by the WST was delivered as a Phase 1 work product and subsequently revised in consultation with the Watershed Staff Team. Funding is now available to continue the work as scoped in the original request for proposals (RFP) and Saturna proposal.

Funding Amount and Source

This contract in the amount of \$81,585.00 is included in the 2024 Natural Resources budget and will be reimbursed through proviso funding for WRIA 1 stream adjudication.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

Whatcom County Contract No.
202402012

CONTRACT FOR SERVICES
Between Whatcom County Flood Control Zone District and Saturna Watershed Sciences, L.L.C.

Saturna Watershed Sciences, L.L.C, hereinafter called **Consultant** and 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 13,
- Exhibit A (Scope of Work), pp. 14 to 18,
- Exhibit B (Compensation), pp. 19 to 20,
- 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 6th day of March 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2024.

The general purpose or objective of this Agreement is to: *Phase 2 Investigation Regarding the Extrapolation of Initial Instream Flow Recommendations*, 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.

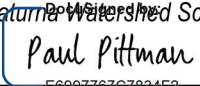
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$81,585.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Consultant 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 day of 3/8/2024, 20 .

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

CONSULTANT:

Saturna Watershed Sciences, L.L.C.
 3/7/2024
E6997767C7834F2...
 Paul Pittman, Watershed Sciences Manager - Principal

CONSULTANT INFORMATION:

Saturna Watershed Sciences
Paul Pittman, Watershed Sciences Manager - Principal

Street Address/Mailing Address:
112 Ohio Street, Suite 115
Bellingham, WA 98225

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

Elizabeth Kosa 3/7/2024
Elizabeth Kosa, Public Works Director Date

Approved as to form:

Christopher Quinn 3/8/2024
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney

Approved:

Accepted for Whatcom County Flood Control Zone District:

DocuSigned by:
Satpal Sidhu 3/8/2024
By: Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

10.2 Extension:

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

11.1 Termination for Default:

If the Consultant 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 Consultant 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 Consultant's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Consultant 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 Consultant. The Consultant shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant 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 Consultant Services:

Payment to the Consultant 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 Consultant for any costs or expenses incurred by the Consultant in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Consultant, 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 Consultant understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Consultant authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Consultant 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 Consultant to make the necessary estimated tax payments throughout the year, if any, and the Consultant is solely liable for any tax obligation arising from the Consultant's performance of this Agreement. The Consultant hereby agrees to indemnify the County against any demand to pay taxes arising from the Consultant'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 Consultant must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Consultant'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 Consultant 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 Consultant 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 Consultant to termination or damages, provided that the County promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due or to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Consultant 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 Consultant:

Contract for Services: Saturna Watershed Sciences – Phase 2 Extrapolation of Instream Flow Information Investigation

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

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

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

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Consultant. 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 Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Consultant or any employee of the Consultant or any subConsultant or any employee of any subConsultant 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 Consultant and/or its consultants or subConsultants, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Consultant creates any copyrightable materials or invents any patentable property, the Consultant 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. Consultant 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 Consultant or the Consultant's sub-Consultants 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 Consultant 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 Consultant 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 Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County at no cost to the County. If the Consultant 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 Consultant 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 Consultant 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 Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant 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 Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant 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 Consultant shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Consultant'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:
 Consultant 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 Consultant infringes any patent or copyright. The Consultant 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 Consultant shall be notified promptly in writing by the County of any notice of such claim.
 B. Consultant 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 Consultant, its employees, subConsultants, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Consultant 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. Consultant shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Consultant 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 Consultant'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 Consultant 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. Consultant 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 Consultant, then the Consultant agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance: Commercial General Liability, Professional Liability, and Business Auto Liability
 The Consultant 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 Consultant, its agents, representatives, subConsultants 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 Consultant 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 Consultant Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability – Not Required

3. Business Automobile Liability

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

Consultant 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 Consultant owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Consultant's and Consultant's sub-Consultants' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Consultant and sub-Consultant, whichever is greater.
- c. Primary and Non-contributory Insurance. Consultant 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 Consultant'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 Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant 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 Consultant enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant under this Contract are expressly conditioned upon the Consultant's compliance with all insurance requirements. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract. Payment to the Consultant may be suspended in the event of non-compliance, upon which the County may, after giving five business days'

notice to the Consultant 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 Consultant. Upon receipt of evidence of Consultant's compliance, payments not otherwise subject to withholding or set-off will be released to the Consultant.

- j. Workers' Compensation. The Consultant shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Consultants' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
 - k. Failure of the Consultant to take out and/or maintain required insurance shall not relieve the Consultant or sub-Consultants 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 Consultant 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 Consultant's insurance requirements under this Contract.
 - l. Availability of Consultant Limits. If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant 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 Consultant.
 - m. Insurance for sub-Consultants. If the Consultant subcontracts (if permitted in the contract) any portion of this Contract, the Consultant shall include all sub-Consultants as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each sub-Consultant. Insurance coverages by sub-Consultants must comply with the insurance requirements of the Consultant in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
 - n. The Consultant agrees Consultant's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Consultant agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Consultant, its employees, agents or volunteers or Consultant's sub-Consultants and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Consultant's or its sub-Consultants' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Consultant shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

Furthermore, in those cases in which the Consultant is governed by such laws, the Consultant shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Consultant 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 sub-Consultant, provided that the foregoing provision shall not apply to contracts or sub-Consultants for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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:

John N. Thompson, Sr. Salmon Recovery Planner
Whatcom County Public Works – Natural Resources
322 N. Commercial St., 2nd Floor
Bellingham, WA 98225-4042
360.778.6295
jnthomps@co.whatcom.wa.us

37.2 Notice:

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

Party 1:

To:

Whatcom County Flood Control Zone District
c/o Whatcom County Public Works
322 N. Commercial St., 2nd Floor
Bellingham, WA 98225-4042

Attention: John N. Thompson, Sr. Salmon Recovery Planner
360.778.6295
jnthomps@co.whatcom.wa.us

Party 2:

Saturna Watershed Sciences, L.L.C.
112 Ohio Street, Suite 115
Bellingham, WA 98225

Attention: Paul Pittman, Watershed Science Manager- Principal
360.815.4177
Paul@SaturnaH2O.org

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

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

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

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

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

Contract for Services: Saturna Watershed Sciences – Phase 2 Extrapolation of Instream Flow Information Investigation

If applicable, the Consultant 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 Consultant also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Consultant 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 Consultant 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. Consultant shall immediately notify Whatcom County if, during the term of this Contract, Consultant becomes debarred.

38.3 E-Verify:

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

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

40.1 Modifications:

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

40.2 Consultant Commitments, Warranties and Representations:

Any written commitment received from the Consultant concerning this Agreement shall be binding upon the Consultant, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Consultant to fulfill such a commitment shall render the Consultant liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

Contract for Services: Saturna Watershed Sciences – Phase 2 Extrapolation of Instream Flow Information Investigation

EXHIBIT "A"
(SCOPE OF WORK)

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Phase 2 Investigation Regarding the Extrapolation of Initial Instream Flow Recommendations

Phase 2 Summary: Project status and next steps for WRIA Extrapolation Methods Analysis

Phase I tasks (WC Contract No. 202211016) have been completed. The following scope of services are for Phase 2 tasks (Tasks 3 through 6) and generally follow the requested services from the August 15, 2022 issued RFP as modified based on direction provided by WST in Phase I, Task 2. The focus of this phase of work is specific to (1) running the existing extrapolation programs using the default settings and parameters provided by USU in the "Extrapolation_Code" folder of the DSS files, providing the WST with raw data outputs submitted in in .xlsx format, and documenting the procedures for how the outputs were obtained including any remaining questions or uncertainties, (2) assisting the WST to understand the extrapolation results, and (3) at the direction of the WST, provide a facilitated discussion of possible next steps.

Phase 2 services will provide:

- raw extrapolated weighted usable area (WUA) tabular outputs for each species and life stage and raw extrapolated monthly instream flow recommendation (IFR) tabular outputs for each of the 300 unstudied nodes using the DSS executable extrapolation program and the 2007 hydrology modeled data provided by Utah State University (USU),
- documentation of the methods used to run the model and findings,
- and technical assistance to facilitate WST member understanding of the extrapolation results.

While it is recognized that the Phase 2 scope does not explicitly include analysis of the hydrology model and data, basin stratification methods, IFIM study site data and methods, and analysis of how the extrapolation methods were developed, understanding and documenting how these previous work products relate to the raw extrapolated WUA and IFR outputs to the extent discoverable will be discussed at one or more WST meetings. Deliverables are the executed DSS WUA and IFR outputs, a memorandum documenting the process to obtain these outputs including cataloging and documentation of uncertainties, sensitivities, assumptions, and remaining questions. Sensitivities of any documentation gaps and uncertainties will be described to the extent feasible.

Task 3 – Run IFR and WUA Extrapolation Programs in DSS using 2007 Hydrology Inputs Provided by USU

Based on Task 1 discoveries, the DSS model has functioning executable programs that extrapolate WUA and IFR for the 300 target nodes. The purpose of Task 3 is to execute the extrapolation programs using the default settings and input files / folders provided by USU (337 nodes: Historic exceedance flows; 37 Study Site nodes: IFRs and WUAs; 300 nodes: Mean Annual Flows (MAFs), and 60% Exceedance Flows). These input files are based on the 2007 hydrology model.

Specific tasks are:

- Run WUA and IFR executable extrapolation programs using inputs provided in the USU data which are based on 2007 hydrology and document steps and locations of input files and programs and describe the default settings used where applicable. Analysis beyond the default setting or additional runs with modified parameters are not part of this scope.
- Raw WUA extrapolation output data (.csv files) will be exported to 300 .xlsx worksheets (one .xlsx file per node that includes tabular data for drainage area used per node, modeled flow, extrapolated IFR, percent of maximum habitat by species and life-stage, and the identity of the USU measured Rapid or Intensive assessment source site)(the example provided below are WUA and IFR outputs from the model for a single node and illustrates what the raw model output format for the deliverables include for WUA and IFR outputs)). The scope of work does not include any post-processing or formatting of the raw deliverable output tables.
- Raw IFR extrapolation output data (.csv files) will be exported to 300 .xlsx worksheets (one .xlsx file per node showing monthly IFR)(example provided below).

Assumptions

- This scope does not include analysis of the underlying mechanisms of the model, model building forensics, and coding interpretation.

- This scope of work does not include determinations of how the input files stated above were obtained or if they are accurate.
- This scope of work does not include analysis of the output files, input files, or assumptions USU developed to construct the model and develop relationships and equations.

Deliverables

- Raw WUA outputs in .csv format for each of the 300 nodes.
 - a. WUA outputs converted to .xlsx formats.
- Raw IFR outputs in xls format for each of the 300 nodes.
 - a. IFR outputs converted to .xlsx formats.
- Output table column units for WUA outputs (flow and percent habitat for each species/life-stage) will be added to the spreadsheets.

WUA output deliverable example:

Source Site Used for Extrapolation - Estuary	Chinook Spawn Stream	Chinook Spawn River	Chinook Spawn Large River	Chinook Holding	Chinook Juvenile	Chinook Fry	Fall Chum Spawning
1410.31	2.143731	1410.31	1.751264	1410.31	2.320821	1410.31	42.04473
1505.86	2.37206	1505.86	1.517478	1505.86	3.631325	1505.86	45.4534
1592.57	2.896888	1592.57	2.227546	1592.57	4.183171	1592.57	51.18529
1681.05	3.350305	1681.05	2.749348	1681.05	4.590595	1681.05	56.70418
1769.52	4.017532	1769.52	3.212746	1769.52	3.05943	1769.52	61.04186
1858	4.77064	1858	3.706727	1858	3.61685	1858	65.18364
1946.48	5.069405	1946.48	3.915054	1946.48	5.990361	1946.48	69.01725
2034.95	5.455742	2034.95	4.23993	2034.95	6.426344	2034.95	72.33253
2123.43	6.146132	2123.43	4.627754	2123.43	6.903076	2123.43	77.54195
2206.38	7.269472	2206.38	5.342513	2206.38	7.703884	2206.38	83.49375
2477.33	7.967923	2477.33	5.646239	2477.33	6.550102	2477.33	90.89986
2831.24	13.19658	2831.24	10.11133	2831.24	11.14884	2831.24	98.0717
3185.14	24.1894	3185.14	18.34284	3185.14	20.81073	3185.14	101
3339.05	32.71143	3339.05	26.00703	3339.05	27.50884	3339.05	111.04611
4069.5	43.74925	4069.5	43.23948	4069.5	45.23831	4069.5	131.94164
4800.76	68.17838	4800.76	80.12542	4800.76	81.58028	4800.76	145.56709
5131.62	79.65404	5131.62	72.84659	5131.62	74.69543	5131.62	171.23582
5839.43	84.58831	5839.43	83.00993	5839.43	83.17881	5839.43	171.49846
6426.91	100	6426.91	100	6426.91	100	6426.91	68.49882

IFR output deliverable example

	A	B	C	D
1	Source Site	Used for Extrapolation - Estuary		
2	Month	IFR, cfs		
3	Oct	5450.75		
4	Nov	6432.51		
5	Dec	6432.51		
6	Jan	6432.51		
7	Feb	6432.51		
8	Mar	6432.51		
9	Apr	5908.66		
10	May	6280.67		
11	Jun	6369.29		
12	Jul	4959.16		
13	Aug	2920.16		
14	Sep	2911.64		

Task 4 – Model Investigation and Technical Support as Directed

Phase I revealed several documentation uncertainties, assumptions, and questions about the methods utilized in the extrapolation process. The WST expressed the need to carefully document each of these and identify how uncertainties may affect extrapolation outputs, and to the extent feasible, describe the relative sensitivity of the uncertainties and gaps. The Saturna team will document these discoveries when they arise and present them to the WST for internal discussion (Task 5). The intent will be to resolve these items collaboratively to the extent possible. An assumed level of effort is applied to this task, but no specific tasks or deliverables are proposed at this stage. Whatcom County will define the specific investigation needs for this task in writing as discoveries arise

and direct the work up to the hours presented in the budget estimate. If significant issues and investigations are discovered, this task may be formally defined in a scope modification and a revised budget to be formalized in a contract amendment if necessary.

Task 5 – Watershed Staff Team (WST) Collaboration Meetings

The Saturna team will participate in up to four (4) collaborative meetings with WST to discuss questions, get direction, and present findings and deliverables (Tasks 3 and 6) and introduce questions and uncertainties for WST discussion (Task 5). Each meeting is estimated to be up to two hours in length and be in-person. Each meeting will require time to develop agendas, document questions, prepare short presentations, travel to/from, and document the discussions with meeting summaries. The first meeting will be to review the Phase 2 scope of work with the WST to ensure that there is collective consensus for the proposed work and deliverables. The second and third meeting will be to review model outputs, discuss findings and questions, and discuss draft memo submittals. The final meeting will be to discuss potential next steps. No deliverables are associated with the meetings.

Task 6 – Documentation of Methods and Findings

The Saturna team will document the data reviewed in Phase 1 and Phase 2 and present Phase 2 findings. This will include:

1. The location of extrapolation programs and data files within the DSS used to run the models,
2. A summary of our understanding of the methods used to generate WUA and IFR outputs at the unstudied nodes,
3. A detailed description of how the raw data outputs were obtained (deliverables in Tasks 3), with identification of documentation uncertainties, assumptions, and remaining questions. To the extent feasible, sensitivity will be described for the gaps and uncertainties recognizing this may be primarily a qualitative analysis.
4. Summary notes of a facilitated discussion with the Saturna Team and the WST from a final (fourth) meeting of under Task 5 regarding possible next steps if the WST requests such as discussion can be added to the technical memorandum, but Task 6 does not include developing a future scopes and budget. If that service is requested, it could be done under Task 4 if budget remains.

Documentation will be developed through sequential draft iterations of the technical memorandum as the project progresses and up to two drafts will be provided to the WST for the opportunity to provide input. The document will be formatted as a “technical memorandum”. Each deliverable will be provided to the Watershed Staff Team with a 2-week window for review and comment. Comments will be compiled by the contract administrator and a single set of comments will be provided to Saturna.

Deliverables

- Up to two review draft technical memorandums (pdf format) provided to WST for input.
- Final memo after Phase 2 work is complete that builds on previous drafts to provide project documentation of Phase 1 through Phase 2

Schedule

We understand that the funding for this project expires on June 30, 2024. We propose the following schedule to meet that schedule. The schedule assumes that the contract will be executed by March 15, 2024, that the WST can meet at the times indicated, and that the feedback from WST aligns with the times indicated.

Task	March 15 - 31	April 1 - 15	April 16 - 30	May 1 - 15	May 16 - 31	June 1 - 15	June 16 - 30
Task 3 – Run WUA/IFRs	March 31						
Task 4 – Assistance as directed							
Task 5 - Meetings							
Meeting 1	complete						
Meeting 2		Week of 4/8					
Meeting 3				X			
Meeting 4						X	
Task 6							
Review Draft 1			Submittal 4/30	WST review May 15			
Review Draft 2					Submittal May 31	WST review June 15	
Final							June 30

EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Consultant according to the positions and hourly rates provided in the Budget table below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Subcontractor costs will be reimbursed at actual cost. Mileage is to be reimbursed at the 2024 IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Other expenditures such as supplies for field work, printing, postage, and telephone charges shall be reimbursed at actual cost. The budget below includes the expected effort according to staffing level, and totals by sub-task. Some tasks may require more or less than the estimated. Contractor will consult with and get written approval from the Administrative Officer if it is later determined that the level of effort for any given task will be significantly greater than that which was estimated when Exhibit "A" - Scope of Work was prepared.

The Consultant will invoice monthly. Invoices will include hours worked by employee/position for the invoice period listed together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Total compensation shall not exceed **\$81,585** 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.

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Budget Estimate

Staff	P. Pittman	R. Cooper	J. Blum	T. Gast	Amount
Firm	Saturna	Contour	Blum Env.	Gast Assoc.	
Rate (\$/hr)	\$165	\$105	\$165	\$150	
Task 3 Run 2007 IFR/WUA Extrapolations in DSS					
Set up DSS executable files & run model (document)	0	8	0	0	
Export output files to XLS outputs and organize files	0	40	0	0	
Review outputs	4	8	16	0	
Package deliverables for submittal	2	8	0	0	
Project coordination and management	9	0	0	0	
Task 3 Subtotal (Hours)	15	64	16	0	95
Task 3 Subtotal (Amount)	\$2,475	\$6,720	\$2,640	\$0	\$11,835
Task 4– Model Investigation and Technical Support as Directed					
Anticipated hours (as directed up to hour cap)	40	40	40	20	
Project coordination and management	15	0	0	0	
Task 4 Subtotal (Hours)	55	40	40	20	155
Task 4 Subtotal (Amount)	\$9,075	\$4,200	\$6,600	\$3,000	\$22,875
Task 5 – WST Collaboration Meetings					
Meeting preparation and team coordination	12	4	4	0	
Meetings (four 2-hour in-person meetings)	8	8	8	0	
Travel	1	1	1	0	
Meeting documentation	8	4	2	0	
Project coordination and management	18	0	0	0	
Task 5 Subtotal (Hours)	51	17	15	0	79
Task 5 Subtotal (Amount)	\$7,755	\$1,785	\$2,475	\$0	\$12,015
Task 6 – Documentation of Methods and Findings					
Draft memos (two)	80	80	24	0	
Review/edit response & finalizing	24	24	4	0	
Submittal	8	8	0	0	
Task 6 Subtotal (Hours)	112	112	28	0	252
Task 6 Subtotal (Amount)	\$18,480	\$11,760	\$4,620	\$0	\$34,860
Direct Expense Reimbursement (travel at federal rate)	\$0	\$0	\$0	\$0	\$0
Total hours (by staff)	229	233	99	20	581
Total amounts (by staff)	\$ 37,785	\$ 24,465	\$ 16,335	\$ 3,000.00	\$81,585

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)