

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ 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): _____ Is this contract the result of a RFP or Bid process? Contract Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____ Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: ☐ Professional services agreement for certified/licensed professional. ☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Governments). ☐ Goods and services provided due to an emergency ☐ Contract for Commercial off the shelf items (COTS). ☐ Work related subcontract less than \$25,000. ☐ Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and 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: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.	
Address 719 2 nd Ave., Suite 200 Seattle, WA 98104	Project Number SWLW25-01
UBI Number 600 135 349	Federal TIN 91-0914810
Execution Date	Completion Date December 31, 2027
Federal Participation Yes ☐ No ☒	Maximum Amount Payable: \$298,740.54
Project Title Lake Whatcom Sub-watershed Master Plans for West Geneva and North Shore	
Description of Work Whatcom County is undertaking subwatershed master plan updates to identify and implement potential improvements in the West Geneva and North Shore areas. The Lake Whatcom Subwatershed Master Plan, last updated in 2018, requires project completion and priority updates, new findings and needs, regulatory changes, and an assessment of resources needed to deliver the plan in the preferred schedule. The goals of the plan are to improve water quality, manage flood risk, protect natural systems, and promote sustainable development.	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit C	Prime Consultant Cost Computations
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Exhibit E	County Ordinance on Nondiscrimination
Exhibit F	Certification Documents
Exhibit G	Granting Agency Provisions
Exhibit H	Alleged Consultant Design Error Procedures
Exhibit I	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Whatcom County, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, this AGREEMENT is partially or fully funded by N/A, herein after referred to as the “GRANTING AGENCY”; and

WHEREAS, if there is no outside GRANTING AGENCY involvement, then any reference to GRANTING AGENCY herein shall be interpreted to mean the AGENCY; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be

performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “B – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Cody Swan
Agency: Whatcom County
Address: 322 N. Commercial Ste. 401
City: Bellingham State: WA Zip: 98225
Email: cswan@co.whatcom.wa.us
Phone: 360-815-3803
Facsimile:

If to CONSULTANT:

Name: Theo Prince, PE
Agency: Parametrix, Inc.
Address: 719 2nd Ave., Suite 200
City: Seattle State: WA Zip: 98104
Email: TPrince@parametrix.com
Phone: 206-838-3971
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based

upon the negotiated hourly rates shown in Exhibits “C” and “D” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “C” and “D” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “C” and “D” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “C” and “D” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train

travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the Washington State Department of Transportation's (WSDOT) Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the GRANTING AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

- C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "C," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

- F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this

AGREEMENT. The audit, if any, will be performed by the State Auditor, the GRANTING AGENCY'S auditor, Comptroller General of the United States, any of their duly authorized representatives, and/or at the request of the AGENCY's Project Manager

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "D" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the

part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the GRANTING AGENCY or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "E" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the

CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter

shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "H". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY and GRANTING AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the GRANTING AGENCY and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the GRANTING AGENCY and the AGENCY and their officers and employees against and hold harmless the GRANTING AGENCY and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the GRANTING AGENCY and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the GRANTING AGENCY and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the GRANTING AGENCY and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the GRANTING AGENCY and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the GRANTING AGENCY and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in

connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to GRANTING AGENCY and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from GRANTING AGENCY and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to GRANTING AGENCY and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the GRANTING AGENCY and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington (STATE).
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- D. Professional Liability.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the GRANTING AGENCY and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the

AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Same as Section III General Requirements

Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Granting Agency Review

The GRANTING AGENCY shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “F-1” is the Certification of the CONSULTANT and the AGENCY, Exhibit “F-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “F-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “F-4” Certificate of Current Cost or Pricing Data. Exhibit “F-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “F-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s

Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), GRANTING AGENCY and AGENCY source code or object code, GRANTING AGENCY and AGENCY security data, non-public Specifications, GRANTING AGENCY and AGENCY non-publicly available data, proprietary software, GRANTING AGENCY and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. “Proprietary and/or confidential information” is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other

party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as “Proprietary and/or confidential information” or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant’s proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY’s said disclosure of sub-consultants’ information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all “documents” pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all “documents” pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT’s place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. “Documents” shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, “documents” means every writing or record of every type and description, including electronically stored information (“ESI”), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include

information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

Exhibit A Scope of Work

The AGENCY has established a Management Reserve Fund in this Scope of Work to provide for flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. Such Authorization(s) shall be in writing and shall not exceed the amount included in the Management Reserve Fund as shown in Exhibit C. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall require a contract amendment.

SCOPE OF WORK

Whatcom County

Lake Whatcom Sub-watershed Master Plans (LWSWMP) for West Geneva and North Shore

PROJECT DESCRIPTION

Whatcom County is undertaking subwatershed master plan updates (the LWSWMP) to identify and implement potential improvements in the West Geneva and North Shore areas. The LWSWMP, last updated in 2018, requires project completion and priority updates, new findings and needs, regulatory changes, and an assessment of resources needed to deliver the plan in the preferred schedule. The goals of the plan are to improve water quality, manage flood risk, protect natural systems, and promote sustainable development.

The LWSWMP approach is to: identify potential runoff treatment opportunities to reduce phosphorus loading to Lake Whatcom; review and address existing drainage system capacity issues; review and address existing treatment facilities functionality based on their current Operations & Maintenance Manual; prepare, assess, and select alternatives,, preliminary designs of selected alternatives, and implementation planning; and to coordinate efforts with internal and external stakeholders. The LWSWMP will prioritize water quality improvement and drainage infrastructure needs. Additional considerations are use of sustainable practices and resilient solutions; ecological restoration; and enhanced community well-being. The LWSWMP development will involve engaging with internal stakeholder departments, and external stakeholders, including landowners, tribes, community organizations, and the public.

The Plan steps include:

- Project kickoff and establishing mission, goals, objectives and strategies
- Data collection and review
- Problem assessment and needs analysis, including existing known problems
- Capital improvement alternatives to address water quality and drainage deficiencies
- Stakeholder engagement
- Water quality review, phosphorus and other key stormwater constituent loading, existing treatment area coverage, and needs assessment
- Hydraulic risk and vulnerability assessment
- Implementation plan
- SW Plan document preparation and approval.

TASK 1 – PROJECT MANAGEMENT

Objective

The purpose of this task is to schedule, track, manage, document, and report on the work effort.

Approach

- Track and manage scope, budget, and schedule.
- Prepare project schedule and status monthly with more frequent review near milestones.
- Prepare and update a risk register to identify risks to the delivery and execution of the project.
- Pro-actively coordinate work efforts with the County's project manager and the Parametrix team.
- Maintain routine phone and email contact with the County's project manager.
- Oversee quality review of all deliverables.

Assumptions

- Parametrix will have bi-weekly calls and routine emails with the County's project manager.
- Project management will commence at Notice to Proceed and extend through December 2026.

Deliverables

- Project Schedule and Risk Register
- Monthly invoices and progress reports

TASK 2 – PROJECT INITIATION, DATA REVIEW, ANALYSES, AND ALTERNATIVE DEVELOPMENT

TASK 2.1 – PROJECT INITIATION AND DATA REVIEW

Objectives

The purpose of this task is to kick-off the project, identify goals and objectives, and review the 2018 report, GIS and system inventory, review operations and maintenance manuals for existing facilities and TMDL plan.

Approach

- Prepare for and facilitate a project kickoff workshop (virtual). The workshop will include introduction and roles of the County and Parametrix project teams, definition of the project objectives, review of the scope of work and schedule milestones, describe the communications plan, identify data and work products, and prepare a risk register.
- Define project mission, goals, objectives and anticipated outcomes.

- Define input needed from the County-wide for the planning effort, including but not limited to GIS mapping with drainage systems and catchment delineations; location and information on all existing stormwater facilities, including catchments; flow data (if available); water quality sampling data; and other relevant previous work.
- Discuss coordination with other related tasks, including the Stormwater Management Action Plan (SMAP) implementation, NPDES permit reporting, and Stormwater Management for Existing Development (SMED).
- Discuss coordination with other County capital projects, such as roads and parks.
- Prepare a draft public outreach plan (to be completed under Task 2.2) and technical memorandum (2-5 pages).
- Collect and analyze available data on hydrology, water quality, topography, land use, infrastructure and environmental conditions.
- Available water quality and stream condition data collected from the County or other publicly available internet resources will be reviewed.

Assumptions

- The County will provide Parametrix with relevant materials for review including:
 - Existing SWMP (2018) and relevant related data.
 - GIS mapping, such as location of ongoing or planned storm capital improvement projects.
 - Most recent NPDES Annual Report and Stormwater Management Program Plan.
- County staff who will be involved in the LWSWMP will attend the kickoff meeting.
- Up to five Parametrix staff members will participate in the kickoff meeting. One 2-hour virtual meeting is anticipated.
- The County will provide Parametrix with all needed information in electronic format via email, FTP site transfer, or file share platform such as OneDrive/SharePoint or Project Wise provided by Parametrix.

Deliverables

- Agenda for kick-off meeting.
- Final kick-off meeting notes.

TASK 2.2 – PUBLIC OUTREACH

Objective

The purpose of this task is to provide an approach to engaging the public, providing public information on plan development, discussing the plan with coordinating entities, and proactively addressing public needs and concerns.

Approach

- Prepare a public communications plan to identify the type, frequency, and timing of communications to the public (2-5 pages).
- Prepare materials for the County’s website and other communication outlets.
- The County will identify key internal and external stakeholders, such as local government agency staff, residents, environmental or advocacy groups, tribes, and others that may be affected by or have interest in the plan.
- Provide multiple opportunities for the public to engage in the preferred plan outcomes, such as surveys and webmap.
- Plan and prepare materials for 2 public meetings or workshops to gather input and feedback on issues, concerns, priorities, and ideas for the subwatershed.

Assumptions

- One survey will be prepared for the website/storymap.
- Storymap materials will be provided for the project initiation and updated with the summary of findings, draft plan for comment, and final plan.
- The County will organize the two public meetings are proposed for the plan: 1) after the needs assessment is complete and alternatives are considered to introduce the planning effort to the public and 2) to present the draft capital projects and policies to the public for input. One public meeting may be virtual.
- .

Deliverables

- Public communications plan technical memorandum (2-5 pages).
- Storymap materials as described.
- Materials for and participation in two public meetings

TASK 2.3 – NEEDS ASSESSMENT, PLANNING, AND ALTERNATIVES

Objective

The purpose of this task is to determine and plan for the subwatershed stormwater program, review and propose applicable policies, address permit needs and approaches to minimize exposure, coordinate with other department planning, review specific existing stormwater system component performance, and assess performance and management of the county's stormwater system. This will identify improvements to the existing storm drainage system to meet plan objectives and service goals, establish water quality improvement plans, address future growth and land use planning conditions, develop a process to identify future maintenance and replacement needs, and to meet existing and future regulatory requirements.

Approach

- Identify current known drainage problems, including flooding during storms, and backwater effects from local rivers, streams, and wetlands using existing available complaint logs, interviews with County staff, and capital plans from previous stormwater planning efforts.
- The County will provide a list of proposed capital projects from the prior plans or new projects identified since the inception of the previous plan.
- Future potential projects from the SMED or SMAP projects anticipated in the current Municipal Permit will be provided (2024-2029).
- Review other infrastructure planning to determine opportunity for coordinated projects.
- Review existing stormwater system mapping and treatment coverage.
- Parametrix will prepare a hotspot map and assessment using FutureShed to identify and prioritize treatment gaps.
- Review existing bioswale stormwater facilities (up to 3) to evaluate existing condition and expected performance. Add potential upgrades to the CIP list.
- Analyze current land use, growth management plan, capital projects, to consider future stormwater needs.
- Assess vulnerabilities related to climate change, flooding and floodplains, system risk factors, and vulnerability of key infrastructure or other factors, and suggest mitigation strategies (see Task 2.4 for details).
- Prepare stormwater treatment coverage assessment to determine “holes” in coverage and distinguish different levels of coverage across the subwatershed. Find and select candidate sites based on hotspots, treatment holes, and stormwater collection points.
- Prepare a comprehensive list of potential projects for consideration using the sources described above.

Assumptions

- The capital project list will be limited to 20 potential capital projects for screening and advancement to the detailed assessment and prioritization phase.
- Parametrix will not perform a system-wide hydraulic analysis to identify potential system deficiencies. CIP

projects based on known capacity issues will be identified by the County.

- Two Parametrix staff will visit up to three (3) existing facilities for evaluation.

Deliverables

- Summary table with brief project descriptions and sources for the master screening table.

TASK 2.4 – VULNERABILITY ASSESSMENT

Objective

The purpose of this task is to review existing systems and their performance, and to assess vulnerable critical facilities, existing trunkline systems, and facilities that could be impacted by climate change. Proposed approaches to address system resilience will be identified.

Approach

- Review existing stormwater conveyance standards and floodplain management in the subwatershed to assess efficacy of the standards to provide current and long-term protection to the systems and affected infrastructure.
- Provide a desktop review and interview County staff for known problems and provide a brief assessment of vulnerable systems for inclusion in the capital plan.
- Select two major drainage and conveyance systems for hydraulic review under current and anticipated future conditions.
- Prepare proposed policies and standards for future projects. Prepare a draft technical memorandum summarizing proposed changes to ordinances, policies, review methods, and future vulnerability assessment.
- Present the findings and proposed changes in a workshop with County staff.

Deliverables

- Summary Technical Memorandum
- Workshop with County staff.

Assumptions

- Existing available assessment and projections of future rainfall patterns and increased flood levels will be used.

TASK 2.5 – HYDROLOGIC AND HYDRAULIC MODELING

Objective

The purpose of this task is to prepare hydraulic models to evaluate level of service for existing system under different scenarios. These models will be targeted to key systems or drainage trunklines based on criticality.

Approach

- Develop continuous simulation hydrologic models for the project subwatershed to characterize runoff under current land use.
- Assess existing and future land use based on available data sources (e.g., aerial imagery, field reconnaissance, zoning data, and impervious surface datasets).
- Estimate flood-frequency flows (e.g., 2-, 10-, 25-, 50-, and 100-year return periods) and generate flow duration curves at key locations within each subbasin.
- Review existing future storm capacity standard (e.g. 125% approach).
- Build and apply hydraulic models to assess the capacity and performance of existing and proposed stormwater systems.
- Evaluate hydraulic performance and identify areas of existing or potential future flooding for selected systems.
- Prepare a technical memorandum documenting the H&H modeling methodology, assumptions, analysis results, and flow control recommendations.

Assumptions

- Existing available assessment and projections of future rainfall patterns and increased flood levels will be used, if needed.
- Analysis will be performed on two catchments or a total of one mile of trunkline.

Deliverables

- Hydrologic models for existing and future land use conditions of selected basins
- Hydraulic models of key storm drainage systems
- Evaluation of system performance under design storm events
- Draft Technical Memorandum summarizing the findings and providing recommendations.

TASK 3 – CAPITAL PROJECTS, POLICIES, RESOURCE AND IMPELMENTION PLAN, AND PLAN DELIVERY

TASK 3.1 – STORMWATER CAPITAL IMPROVEMENT PLAN UPDATE

Objective

The purpose of this task is to prepare the Capital Improvement Plans (CIP). Parametrix will use the list of candidate capital projects described above and will add the results of the stormwater treatment coverage process. Parametrix will work with the County to review, screen, and prioritize projects, and description sheets will be prepared.

Approach

- Projects from all sources will be evaluated and screened for inclusion in a short term (e.g. 6-year) and long-term (e.g. 6 to 20-year) capital program. Parametrix will work with County staff to develop a screening process for all candidates and a CIP prioritization framework. County will include transportation, other utilities, and other opportunistic projects in its list of future planned projects to be included in the CIP.
- Prepare short descriptions for the candidate sites, including location, drainage system connectivity, catchment area (if available), expected performance and type, and generalized footprint (using a sizing tool).
- Conduct a workshop facilitated by Parametrix to screen the proposed CIP list. The screening list from Task 2.3 list will be reviewed and infeasible or non-performing sites will be dropped (but maintained for future consideration due to need). New or replacement candidates could be added.
- More detailed evaluation of each remaining site will be prepared, addressing unknowns or uncertainty from the screening process.
- Conduct a workshop facilitated by Parametrix to prioritize the CIP list into near-term and long-term projects. An operations and maintenance assessment will be applied at this review level.
- Additional evaluations and data will be developed for the near-term projects. For the near-term projects, Parametrix will develop CIP “preliminary engineering project summary sheets” outlining the problem, proposed solution, and opinion of cost assumptions. For the long-term plan, Parametrix will prepare “basic concept sheets” for projects to highlight the proposal and demonstrate a proposed concept.
- The screened (passing) and sorted lists will be used for public meetings and stakeholder review.
- Selection criteria will be developed by Parametrix and reviewed by the County. Input from the public process will be used to inform stakeholder preferences in the selection criteria, as determined by County staff.
- The selected remaining projects will be reviewed and ranked using a multi-objective decision analysis (MODA). The near and long-term projects will be ranked separately.

- Parametrix will review asset replacement needs based on existing available condition assessments and expenditures.

Assumptions

- County will include transportation, other utilities and other opportunistic projects in its list of future planned projects to be included in the CIP.
- Parametrix will not perform a system-wide hydraulic analysis to identify potential system deficiencies. CIP projects based on capacity issues will be identified by the County.
- Up to 10 near-term CIP preliminary engineering project summaries will be prepared.
- Up to 10 long-term basic concept sheets will be prepared, which will not include field review.

Deliverables

- Summary list of all proposed projects.
- Draft near-term CIP preliminary engineering project summary sheets.
- Draft long-term basic concept sheets

TASK 3.2 – STRATEGIES, REGULATORY REVIEW, AND POLICY UPDATE

Objective

The purpose of this task is to review the policies and service goals and revise as needed for new regulatory requirements and other related factors.

Approach

- Review existing policies and service levels.
- Review the 2024 MS4 permit requirements, SMAP implementation plan and schedule, and SMED requirements for relationship of permit requirements to CIP project selection and priorities.
- Establish a list of suggested topics for any changes, including policies related to existing and potential future NPDES compliance, resilience, LID, system performance, growth management, operations and maintenance, and related stormwater topics.
- Review other non-structural measures to implement in the proposed plan to facilitate or improve implementation, such as inspections, source management, and enhanced operations and maintenance.

Assumptions

- This task does not include draft ordinances or language, policy documents or guides, or stormwater manual sections.

Deliverables

- Workshop to discuss and modify findings
- Prepare draft section of report for County review.

TASK 3.3 – MASTER PLAN IMPLEMENTATION

Objective

The purpose of this task is to assemble the plan components, identify the work, coordination, and resources needed to deliver the plan, prioritize the activities, and prepare a delivery schedule.

Approach

- Review the plan elements and extract work items, including capital, policy, and administrative elements, for priorities and scheduling.
- Prepare a summary of relative expected outcomes from the proposed capital projects, priority selection, expected treatment parameters and list of expected performance, treatment area coverage and map, .
- Develop a draft implementation schedule with prioritization based on critical needs (phosphorus reduction, drainage issues, regulatory obligations).
- Review stakeholder and public priorities and preferences.
- Generally group capital actions into near-term (1-6 year) and long-term (6-20 year) actions. Align the activities into a schedule and determine if the resources can bear the workload. Adjust activities or prepare alternate delivery strategies with higher resources to deliver on a shorter schedule.
- Conduct a workshop to review and align priorities, schedule, and resources.
- Conduct a similar review process in parallel for non-capital actions.
- Prepare a draft implementation plan section for review and inclusion in the final document.

Assumptions

- The current levels of staffing for existing permit programs will not be modified.
- Up to four Parametrix staff will be included in a virtual meeting.
- The draft implementation plan will not be reviewed by the stakeholders. Stakeholder input will be provided in prior draft tasks.
- The final implementation plan will be included in the final plan for review in Task 3.4.
- The County will prepare one consolidated and resolved set of comments to be used for the final plan preparation.

Deliverables

- Draft implementation section.
- Workshop to discuss and modify findings.

TASK 3.4 – PREPARE SURFACE WATER PLAN UPDATE

Objective

The purpose of this task is to prepare the LWSWMP. The plan will provide projects, programs, and planning described above to improve performance and protect existing conditions.

Approach

- Consolidate work products and efforts from previous tasks.
- Prepare for and facilitate a workshop that includes County Staff and Parametrix Team to present the draft plan.
- Prepare final engineering project sheets
- Prepare a Draft Master Plan with a summary of the needs assessment, analysis, alternative selection, recommendations (including policy, administration, and delivery), and implementation plan for review by County staff.
- Prepare a Draft Final Master Plan for review by the public and stakeholders with a summary of the needs assessment, analysis, alternative selection, recommendations (including policy, administration, and delivery) for review by County staff.
- Prepare and deliver Final Master Plan with maps and appendices.
- Deliver electronic versions of all mapping and products and documents.
- Support the process for plan adoption, including ordinance review and attendance at meetings.

Assumptions

- The workshop that includes a draft plan presentation is an approximately 2-hour workshop and will include up to 4 Parametrix staff.
- Budget includes attendance at two meetings with County staff or the public during the final adoption process.
- Interim deliverables described in the above task will be included in the summary. Comments provided on task drafts will be resolved in the Draft Final SWMP.
- The county team will review the draft SWMP and provide consolidated and resolved comments.
- No external reviews or stakeholders will be included in the Draft Final review.
- New and updated GIS data will be provided to the County according to County GIS product standards.
- All backup materials, such as modeling and related support items, will be provided in electronic package to supplement the SWMP.
- One in-person meeting is included for plan adoption. No new ordinance language will be provided.
- SEPA support is included in the effort.

Deliverables

- Final near-term CIP preliminary engineering project summary sheets.
- Final long-term basic concept sheets
- Draft Final SWMP
- Final SWMP
- GIS and back-up materials in suitable electronic format
- Workshop to discuss and modify draft findings.

Exhibit B Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Autodesk Civil 3D 2024 release compatible (DXF; DWG; XML); Adobe (PDF); Basic text file (TXT)

B. Roadway Design Files

Autodesk Civil 3D 2024 release compatible (DXF; DWG; XML); Adobe (PDF); Basic text file (TXT)

C. Computer Aided Drafting Files

Autodesk Civil 3D 2019 release compatible (DXF; DWG; XML)

County will provide consultant 22"x34" title block template files required for use in producing plan sheets.

Consultant may utilize their own CAD templates, styles and drafting methodology for drawing production.

D. Specify the Agency's Right to Review Product with the Consultant

The County has the right to receive and review digital CAD files, stormwater modeling (hydrologic, hydraulic) and other electronically produced data related to the project upon request.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A – Scope of Work specified assumptions and deliverables.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A – Scope of Work specified assumptions and deliverables.

II. Any Other Electronic Files to Be Provided

See Exhibit A – Scope of Work specified assumptions and deliverables.

Hydrologic Modeling Files will be delivered using latest version of MGSFlood or WWHM.

Hydraulic Modeling Files will be delivered using latest version of EPASWMM.

III. Methods to Electronically Exchange Data

A. Agency Software Suite: **Microsoft Office Suite**

B. Electronic Messaging System: **Microsoft Outlook**

C. File Transfers Format: **Microsoft Teams Channel**

Exhibit C Prime Consultant Cost Computations

The AGENCY has established a Management Reserve Fund for this AGREEMENT as follows:

Total Amount Authorized	\$298,740.54
Management Reserve Fund	N/A
Maximum Amount Payable	\$298,740.54

Client: Whatcom County
Project: Lk Whatcom Sub Watershed MP
Project No: 553-1687-837

				PM / Sr. Engineer	Engineer III	Engineer IV	Engineer II	Principal Consultant	Sr. Contracts Administrator	Project Coordinator	Planner IV	Sr. GIS Analyst	Technical Editor	Publications Supervisor	Project Accountant
Cost Rates:				\$77.33	\$44.38	\$55.73	\$40.87	\$111.85	\$66.13	\$33.08	\$55.64	\$56.19	\$43.11	\$57.20	\$36.91
OH (174.43%):				\$134.89	\$77.41	\$97.21	\$71.29	\$195.10	\$115.35	\$57.70	\$97.05	\$98.01	\$75.20	\$99.77	\$64.38
Profit (24.59%):				\$19.02	\$10.91	\$13.70	\$10.05	\$27.50	\$16.26	\$8.13	\$13.68	\$13.82	\$10.60	\$14.07	\$9.08
2025 Billing Rates:				\$231.23	\$132.71	\$166.64	\$122.21	\$334.45	\$197.74	\$98.92	\$166.37	\$168.02	\$128.91	\$171.04	\$110.37
Task	Subtask	Description	Labor Dollars	Labor Hours											
01		Project Management	\$26,405.41	145	80	2	6	0	2	1	36	2	2	0	14
	01	Project Management	\$26,405.41	145	80	2	6	0	2	1	36	2	2	0	14
02		Project Initiation, Data Review	\$118,443.14	704	106	138	204	144	34	0	0	0	60	12	6
	01	Project Initiation and Data Review	\$13,090.20	80	22	38	0	16	2	0	0	0	2	0	0
	02	Public Outreach	\$20,075.96	106	28	40	12	0	12	0	0	0	10	2	0
	03	Needs Assessment	\$35,644.80	230	16	56	24	80	10	0	0	0	44	0	0
	04	Vulnerability Assessment	\$14,238.79	78	12	4	52	0	4	0	0	0	4	2	0
	05	Hydrologic and Hydraulic Modeling	\$35,393.38	210	28	0	116	48	6	0	0	0	0	8	4
03		Capital Projects, Policies, and Implementation	\$151,891.99	912	148	312	188	156	52	0	0	16	4	24	12
	01	Stormwater Capital Improvement Plan Update	\$64,961.32	394	72	96	108	100	14	0	0	0	4	0	0
	02	Strategies, Regulatory Review, and Policy Update	\$4,916.85	28	4	20	0	0	4	0	0	0	0	0	0
	03	Master Plan Implementaion	\$21,535.06	116	20	72	4	0	20	0	0	0	0	0	0
	04	Prepare Surface Water Plan Update	\$60,478.77	374	52	124	76	56	14	0	0	16	0	24	12
Labor Totals:					1,761	334	452	398	300	88	1	36	18	66	14
Totals:				\$296,740.54		\$77,231.54	\$59,982.69	\$66,324.25	\$36,662.84	\$29,431.94	\$197.74	\$3,560.97	\$2,994.75	\$11,089.28	\$4,640.67

Other Direct Expenses	
Mileage - \$0.70/mile	\$2,000.00
Other Direct Expenses Total:	\$2,000.00

Project Total \$298,740.54

Exhibit C

Parametrix - ANTE 2025 Rates

Whatcom County

Lake Whatcom Subwatershed Master Plans

553-1687-837

Title	Direct	OH	Profit	NTE 2025
	Rate	174.43%	24.59%	Billing Rate
PM/Sr. Engineer	\$77.33	\$134.89	\$19.02	\$231.23
Principal Consultant	\$111.85	\$195.10	\$27.50	\$334.45
Engineer II	\$40.87	\$71.29	\$10.05	\$122.21
Engineer III	\$44.38	\$77.41	\$10.91	\$132.71
Engineer IV	\$55.73	\$97.21	\$13.70	\$166.64
GIS Analyst	\$35.50	\$61.92	\$8.73	\$106.15
Sr. GIS Analyst	\$56.19	\$98.01	\$13.82	\$168.02
Planner IV	\$55.64	\$97.05	\$13.68	\$166.37
Sr. Contracts Administrator	\$66.13	\$115.35	\$16.26	\$197.74
Projects Controls Specialist	\$40.49	\$70.63	\$9.96	\$121.07
Project Coordinator	\$33.08	\$57.70	\$8.13	\$98.92
Project Accountant	\$36.91	\$64.38	\$9.08	\$110.37
Publications Supervisor	\$57.20	\$99.77	\$14.07	\$171.04
Technical Editor	\$43.11	\$75.20	\$10.60	\$128.91



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 25, 2025

Parametrix, Inc
1019 39th Ave SE, Ste 100
Puyallup, WA 98374

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Janice Walden:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of **174.43%** (includes .49% Facilities Capital Cost of Money) of direct labor based on the "Cognizant Review" from Moss Adams LLP. This rate will be applicable for **WSDOT Agreements and Local Agency Contracts** in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 8, 2025 15:22 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 174.43%

Date of Proposal Preparation (mm/dd/yyyy): 04/24/2025

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/06/2024 to 01/03/2025 (2024 fiscal year)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____



Name of Certifying Official* (Print): Carrie Cupler

Title: Vice President of Finance

Date of Certification (mm/dd/yyyy): 05/01/2025

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

Parametrix, Inc.
Schedule of Direct Labor, Fringe Benefits, and General Overhead
Year Ended January 3, 2025

Description	General Ledger Balance	Unallowable Expenses	Ref.	Proposed Amount	% of Direct Labor
Direct Labor	\$ 54,840,073	\$ -		\$ 54,840,073	100.00%
Fringe Benefits					
Vacation, sick leave, holidays	13,398,373	-		13,398,373	24.43%
Payroll taxes	7,812,084	(153,271)	E	7,658,813	13.97%
Health insurance	9,255,085	-		9,255,085	16.88%
ESOP retirement plan	9,700,000	-		9,700,000	17.69%
Total Fringe Benefits	40,165,542	(153,271)		40,012,271	72.96%
General Overhead					
Administrative salaries	21,298,508	(58,890)	A	21,239,618	38.73%
Bonuses/miscellaneous salaries	10,504,647	(2,114,160)	B	8,390,487	15.30%
Bid and proposal salaries	4,871,825	-		4,871,825	8.88%
Direct selling salaries	1,654,387	-		1,654,387	3.02%
Labor variance	(1,326,883)	-		(1,326,883)	-2.42%
Advertising expense	435,068	(435,068)	C	-	0.00%
Direct selling expenses	160,011	(63,300)	D	96,711	0.18%
Office rent	4,453,698	(16,427)	F	4,437,271	8.09%
Office expenses and supplies	461,135	(220,717)	G	240,418	0.44%
Staff appreciation/awards	534,533	(508,183)	H	26,350	0.05%
Billed in-house autos	(257,380)	-		(257,380)	-0.47%
Depreciation and amortization (including gain/loss on disposal)	2,320,188	(17,083)	I	2,303,105	4.20%
Business meals	23,377	(23,377)	J	-	0.00%
Auto expense	322,463	(5,334)	K	317,129	0.58%
Office travel	1,254,227	(301,324)	L	952,903	1.74%
Insurance	1,353,161	-		1,353,161	2.47%
Telephone	193,211	-		193,211	0.35%
Utilities/building maintenance	126,959	-		126,959	0.23%
Taxes and licenses	2,898,845	-		2,898,845	5.29%
Dues and subscriptions	358,423	(42,681)	M	315,742	0.58%
Donations	92,398	(92,398)	N	-	0.00%
Employee training/recruiting/moving	610,105	(14,003)	O	596,102	1.09%
Office furniture and equipment	204,725	(741)	P	203,984	0.37%
Professional fees	1,766,537	(212,949)	Q	1,553,588	2.83%
Bad debts	136,350	(136,350)	R	-	0.00%
Computer supplies, circuits	843,765	-		843,765	1.54%
Software/maintenance	4,441,775	-		4,441,775	8.10%
Equipment, supplies, and miscellaneous	165,757	-		165,757	0.30%
Billed in-house equipment	(429,745)	-		(429,745)	-0.78%
Finance, bank charges	242,795	(76,320)	S	166,475	0.30%
Total General Overhead	59,714,865	(4,339,305)		55,375,560	100.98%
Total Indirect Costs	\$ 99,880,407	\$ (4,492,576)		\$ 95,387,831	173.94%
Percentage of Direct Labor (Before FCC)	182.13%				173.94%
Facilities cost of capital (FCC)	\$ 267,421		T	\$ 267,421	0.49%
Percentage of Direct Labor (Includes FCC)					174.43%

See accompanying notes.

Parametrix, Inc.
Schedule of Direct Labor, Fringe Benefits, and General Overhead
Year Ended January 3, 2025

References

- A. Labor costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Collection costs unallowable per 48 CFR 31.205-3; Organizational Cost pertaining to acquisition per 48 CFR 31.205-27.
- B. Share-value based bonuses unallowable per 48 CFR 31.205-6(i); Limitation on allowability of executive compensation per 48 CFR 31.205-6(p); Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2); Gifts unallowable per 48 CFR 31.205-13(b); Organizational Cost pertaining to acquisition per 48 CFR 31.205-27.
- C. Nonallowable public relations and advertising costs per 31.205-1; Promotional materials unallowable per 48 CFR 31.205-1(f)(5).
- D. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- E. Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(a).
- F. Prior period cost unallowable per 48 CFR 31.203(g).
- G. Entertainment unallowable per 48 CFR 31.205-14; Gifts unallowable per 48 CFR 31.205-13(b); Alcohol unallowable per 48 CFR 31.205-51; Nonallowable public relations and advertising costs per 48 CFR 31.205-1; Prior period cost unallowable per 48 CFR 31.203(g).
- H. Entertainment unallowable per 48 CFR 31.205-14; Gifts unallowable per 48 CFR 31.205-13(b); Alcohol unallowable per 48 CFR 31.205-51.
- I. Amortization unallowable per 48 CFR 31-205.49.
- J. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.
- K. Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2).
- L. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46; Nonallowable public relations and advertising costs per 48 CFR 31.205-1.
- M. Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7) and 48 CFR 31.205-14; Lobbying unallowable per 48 CFR 31.205-22(c).
- N. Donations unallowable per 48 CFR 31.205-8.
- O. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- P. Nonallowable public relations and advertising costs per 31.205-1; Prior period cost unallowable per 48 CFR 31.203(g).
- Q. Legal costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Organizational Cost pertaining to acquisition per 48 CFR 31.205-27; Nonallowable public relations and advertising costs per 48 CFR 31.205-1.
- R. Bad debt unallowable per 48 CFR 31.205-3.
- S. Interest, late fees unallowable per 48 CFR 31.205-20.
- T. Cost of money adjustments per 48 CFR 31.205-10(a).

See accompanying notes.

Exhibit D Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

N/A

Exhibit E County Ordinance on Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

WHATCOM COUNTY ORDINANCE 2021-016

1. Non-Discrimination in Employment:

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

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

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

2. Non-Discrimination in Client Services:

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

Exhibit F Certification Documents

- Exhibit F-1 Certification of Consultant
- Exhibit F-2 Certification Regarding Debarment, Suspension and other Responsibility Matters –
Primary Covered Transactions
- Exhibit F-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit F-4 Certificate of Current Cost or Pricing Data

Exhibit F-1 Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to Whatcom County in connection with this AGREEMENT involving participation of federal or state funds, and is subject to applicable State and Federal laws, both criminal and civil.

Parametrix, Inc.

Consultant

Signature (Jenifer Young, EP&C Division Manager)

Date

Exhibit F-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant

Signature (Jenifer Young, EP&C Division Manager)

Date

Exhibit F-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

Exhibit “F-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The Contractor, Parametrix, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature (Jenifer Young, EP&C Division Manager)

Date

Name and Title of Contractor’s Authorized Official (printed)

*****Section does not apply*****

Exhibit F-4 Certification of Current Cost or Pricing Data

Exhibit "F-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature _____ Title _____

Date of Execution _____***;

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit G Granting Agency Provisions

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794).**

Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

3. **PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.)**

Compliance with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

4. **LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW.**

Compliance with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

5. **CONTRACTING WITH SMALL MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

In accordance 44 CFR 13.36(e), COTRACTOR shall: (1) take all necessary affirmative steps to assure that minority firms, women's enterprises and labor surplus area firms are used when possible. (2) Affirmative steps shall include: (i) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (ii) Assuring that small and minority enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

6. **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7. **CLEAN AIR ACT**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9. FRAUD AND FALSE STATEMENTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Should a direct conflict exist between a GRANTING AGENCY provision and another CONTRACT provision, the CONSULTANT shall follow the more restrictive requirement.

Exhibit H Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For grant funded projects, the granting agency's representative should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide the granting agency a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Granting Agency

As required by GRANTING AGENCY, all available information, including costs, may be required to be forwarded the GRANTING AGENCY for their review and consultation

Exhibit I Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If a Granting Agency is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for grant participation in the claim to the Granting Agency's representative. If the claim is not eligible for grant participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, Granting Agency representative (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves grant participation, obtain concurrence from the Granting Agency's representative regarding final settlement of the claim. If the claim is not eligible for grant participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.