WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works											
Division/Program: (i.e. Dept. Division and Program)	River & Flood Division - 9075/Flood Control Maint (907545)											
Contract or Grant Administrator:	Paula Harris											
Contractor's / Agency Name:	Lummi Nation											
Is this a New Contract? If not, is this an Amendment or Rer Yes • No • If Amendment or Renewal, (per V	newal to an Existing Contract? Yes No O 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 O No O If yes, grantor agency contract	number(s): CFDA#:											
Is this contract grant funded? Yes O No O If yes, Whatcom County grant	contract number(s):											
Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s):	Contract Cost Center: 719002											
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). Interlocal Agreement (between Governments).												
amount and any prior amendments): \$\frac{\\$N/A}{\} \tag{5.000}, and than \$10,000 1. Exercising 2. Contract capital contract capital contract shows the second contract capital contract shows the second contract capital contract shows the second contract capital contract ca	professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: ing an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other osts approved by council in a capital budget appropriation ordinance. ward is for supplies. ent is included in Exhibit "B" of the Budget Ordinance. is for manufacturer's technical support and hardware maintenance of c systems and/or technical support and software maintenance from the er of proprietary software currently used by Whatcom County.											
The purpose of the Interlocal Agreement (ILA) is to establish and define the obligations and responsibilities of the FCZD and Lummi Nation related to repair of the Lummi (Red) River Levee. The ILA secures a cost share of 15% of the required construction funding from Lummi Nation. The remaining 85% of the construction funding will be provided by FCZD.												
Term of Contract:	Expiration Date: Upon Project Completion											
Contract Routing: 1. Prepared by: Deb Johnson	Date: 06/25/19											
2. Attorney signoff: Christopher Quinn	Date: 06/25/19											
3. AS Finance reviewed: bbennett	Date: 06/25/19											
4. IT reviewed (if IT related):	Date:											
5. Contractor signed:	Date:											
6. Submitted to Exec.:	Date:											
7. Council approved (if necessary):	Date:											
8. Executive signed:	Date:											
9. Original to Council:	Date:											

INTERLOCAL AGREEMENT Between WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT And LUMMI NATION

For

Repair of the Lummi (Red) River Levee

This Interlocal Agreement (ILA) is made and entered into by and between The Lummi Nation (hereinafter referred to as the "Nation"), and the Whatcom County Flood Control Zone District (hereinafter referred to as the "District"), this _____ day of June, 2019.

WHEREAS, the Lummi (Red) River Levee (levee) is 2.7 miles long and is located on the east bank of the Lummi River between Haxton Way and the seawall that surrounds the Lummi Nation's aquaculture pond; and

WHEREAS, the levee is an integral part of the flood control system that protects Whatcom County and Nation infrastructure both on and off the reservation including Haxton Way, Hillaire Road, Kwina Road, Lummi Shore Drive, Marine Drive, Ferndale Road, and Slater Road; and

WHEREAS, in a periodic inspection, the US Army Corps of Engineers (USACE) identified deficiencies at two nearby locations along the levee face, where the riprap is missing and erosion is starting to cause sloughing of the levee prism; and

WHEREAS, repair of this section of levee is needed (total of 325 lineal feet) to maintain the integrity of the flood control system and to address the deficiencies identified by the USACE; and

WHEREAS, the repair sites are located on lands owned by Lummi Nation; and

WHEREAS, levee repair is in the interest of both parties; and

NOW, THEREFORE, it is agreed by the parties hereto as follows:

PARTIES

This Interlocal Agreement ("ILA") is made by and between the Whatcom County Flood Control Zone District ("District") and Lummi Nation ("Nation") under authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

PURPOSE OF THE AGREEMENT

(i) To establish and define the obligations and responsibilities of the District and the Nation related to the repair of 325 lineal feet of the Lummi River Levee.

PROPERTY

The parcel identified is located at:

Lummi Nation Trust Land, Whatcom County, WA – T38N, R1E, Sec 10, SE1/4 Parcel Number: 3801105170820000

Latitude and Longitude: 48.7948 N lat. / -122.6622 W long

See Exhibit A for Vicinity Map.

DEFINITIONS

Lummi (Red) River Levee:

• East bank levee of the Lummi (Red) River from Haxton Way south (downstream) to the seawall that surrounds the Lummi Nation's aquaculture pond.

Levee Repair:

- Placement of riprap along the two eroding segments devoid of riprap (total length of 225 feet)
- Enhancement of the existing riprap between the two eroding segments as needed and tie into the newly placed riprap (total length of 65 feet)
- Resurfacing of the road on the levee in the vicinity of the levee repair (total length of 325 feet)
- See attached engineering design drawings (Exhibit A)

TERM OF AGREEMENT

This ILA shall begin on July 10, 2019, and shall remain in effect until the project is completed or the ILA is amended as provided herein.

OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES:

- A. Whatcom County Flood Control Zone District ("District"):
 - 1. Shall develop engineering design drawings and technical specifications (Divisions 2 through 9) for the levee repair project;
 - 2. Shall work with the Nation to develop Division 1 contract specifications and special provisions with inclusion of TERO requirements;
 - 3. Shall prepare a U.S. Army Corps of Engineers (USACE) permit application and supporting documents;
 - 4. Shall review all project bids for compliance with the project solicitation (request for bids) documents;
 - 5. Shall only consider approving final project bids that do not exceed the project budget;

- 6. Shall provide construction support, periodic construction inspections, joint final project inspection with the Nation, and final project approval upon project completion. Construction inspections by the District shall occur, generally, every other day and as needed throughout construction;
- 7. Shall review and approve all change order requests made by the construction contractor prior to the Nation approving the change order requests;
- 8. Shall review and approve the construction contractor invoices provided by the Nation for construction expenses incurred; and
- 9. Shall reimburse the Nation for 85% of the construction cost for the levee repair project, which shall include a 5% TERO fee, as approved by the District. The District shall provide payment to the Nation within thirty (30) days of receiving the Nation's reimbursement request(s).

B. Lummi Nation ("Nation"):

- 1. Shall submit application and obtain a U.S. Army Corps of Engineers (USACE) permit;
- 2. Shall obtain a Lummi land use permit;
- 3. Shall put the levee repair project out to bid for construction with a state prevailing wage requirement;
- 4. Shall obtain review of construction bids and approval of final bid award from the District;
- 5. Shall enter into a contract with the successful bidder to implement the levee repair project;
- 6. Shall obtain approval from the District prior to approving all change order requests by the construction contractor;
- 7. Shall manage construction of the levee repair project;
- 8. Shall notify the District at least one (1) day in advance of key decision points during construction where the District shall be present for an inspection and/or consultation.
- 9. Shall conduct a joint final construction inspection with the District;
- 10. Shall provide 15% of the construction funding for the levee repair project; and
- 11. Shall request reimbursement from the District for 85% of the construction cost for the levee repair project, which shall include a 5% TERO fee. Copies of the construction contractor invoices shall be provided to document the expenses incurred by the Nation for reimbursement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the following manner. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

WAIVER

A failure by any of the parties to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for Lummi Nation is:

Tim J. Ellis
Public Works Director
Planning and Public Works Department
Lummi Nation
2665 Kwina Road
Bellingham, WA 98226
Phone: 360, 312, 2334

Phone: 360-312-2334 Fax: 360-380-6990

Email: time@lummi-nsn.gov

The Contract Administrator for the District is:

Paula J. Harris River and Flood Division Manager Whatcom County Public Works 322 N. Commercial Bellingham, WA 98225

Phone: 360.778-6285 Fax: 360.778-6231

Email: pharris@co.whatcom.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.
LUMMI NATION
By: 1 00
Title: Public Works Digactor
Date: 6/26/19
Approved as to Form for Nation:
Staff Attorney Lummi Nation WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
By:
Title:
Date:
Approved as to Form for District:

Senior Deputy Prosecuting Attorney – Civil Division for

Whatcom County

Exhibit A Engineering Design Drawings



LUMMI RIVER LEVEE REPAIR

PROJECT No. 719002

SECTION 10, TOWNSHIP 38 NORTH, RANGE 01 EAST, W.M., WHATCOM COUNTY, WASHINGTON

Exhibit A

SHEET INDEX

- 1 COVER SHEET
- 2 EXISTING CONDITIONS
- 3 PROPOSED CONDITIONS



BELLINGHAM BAY

INDIAN

RES.

LUMMI

PROJECT LOCATION LUMMI BAY

ABBREVIATION KEY	MGE	OF PAVEMENT	CURVE	>0	CHARLES OF SERVINGE TO SOUTH OF THE	COMPACTED	CONCOLUZION	CONCIDENCE	ATT DOLVETTION OF THE	ED FOLYETHYLENE	CRUSHED SURFACING TOP COURSE	DEPARTMENT	DIAMFTER	FACTING	EXISTING GROUND	ATIC	FND OF DAVEMENT	VEDTICAL CLIBAT		STUBL CORVE		FEDERAL HIGHWAY ADMINISTRATION		LIVI WOLL		Z ON	×	INVERT FLEVATION		MACHINA	WAKIMUM	MEAN HIGH WATER	MOM	MILES PER HOUR		TOWN TOWN TOWN TO TOWN TO TOWN TO TOWN TOWN	Tiblion T	2	CHLORIDE PIPE	POINT OF VERTICAL CURVE INTERSECTION	TO SCALF	Pichi			S OHM DRAIN	STATION	TEMPORARY EROSION & SEDIMENT CONTROL	TYPICAL	UTILITY	VERTICAL	CURVE	WHATCOM COUNTY PUBLIC WORKS	ON DEPT. OF FCOLOG	
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GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL CONTORN TO THE CURRENT STANDARD PLANS AND SPECIFICATIONS OF THE WASHINGTON STATE DEPARTIENT OF TRANSPORMEDS! WEESS INDICATED OTHER DIFF. OTHER STANDARDS UNLESS INDICATED OTHER TRANSPORMENTS.



VICINITY MAP

100000	DATE	JOB No.	DRAWING FILE:
CHBCK	99		
DRAWN	BF/DJJ		9
DESIGN	BF/DJJ	W: NAD83	A: NAVDB
ON BOI	719002	HORZ, DATUM:	YERT, DATUS
			NOI

JUNE 2019
719002
LUMMI RYER LEVEE REPAIR DWG







COVER SHEET



1. EXISTING CONDITIONS TOPOGRAPHY ARE BASED ON 2013 LIDAR. PRELIMINARY - NOT FOR CONSTRUCTION FOR THE TENENT PROPERTY OF THE TE (1) MEAN HIGHER HIGH WATER (MHHW) LINE BASED ON GOOSEBERRY POINT TIDE STATION DATUM. GENERAL NOTES: KEY NOTES: Elevation UUMMI RIVER
WATER SURFACE
AT TIME OF LIDAR
FLIGHT (TYP) MHHW 8.0 FT 1+00 ELEV = 14.9 FT Station EXISTING LEVEE 00+0 1 DRAINAGE CANAL DRAINAGE CANAL PLAN Elevation JUNE 2019 719002 LUMM RVER LEVEE REPARCOWG
 DB NO
 DISSICA
 DRAWN
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 719002
 BFDJJJ BFDJJJAB
 GG
 DATE

 1602
 DRAWN
 MAD83
 DRAWNGHIE
 1+00 ELEV = 14.0 FT SECTION A-A1 4 Station WATER SURFACE AT TIME OF LIDAR FLIGHT (TYP) EXISTING LEVEE 00+0 DRAINAGE CANAL

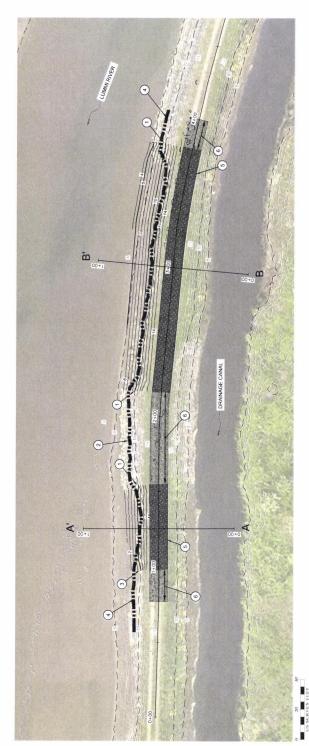
меет 02 ое 03



2. TOE CONSTRUCTION TO OCCUR DURING LOW TIDE UNDER DRY CONDITIONS. 1. EXISTING CONDITIONS TOPOGRAPHY ARE BASED ON 2013 LIDAR.

GENERAL NOTES:

3. ENSURE THAT ROCK IS PLACED ON EXPOSED BANK, AND NO EXCAMINION HOLES ENSIGNED FOR DO COMPLETON OF WORK AFTER EACH LOW TIDE CYCLE. THIS ENSURES PROPER EPOSION AND SEDNIENT CONITIOL, AND NO POTENTIAL ENTRAMENT OF EISH PRIOR TO THE NEXT LOW TIDE WORK CYCLE.



PLACE CONSTRUCTION GEOTEXTILE FABRIC OVER TOP OF LEVEE AND RIVERWARD BANK, KEY IN FABRIC TO TOE OF BANK AS SHOWN.

PLACE 8" THICK BLANKET OF QUARRY SPALLS OVER FABRIC ON LEVEE TOP AND RIVERWARD BANK AS SHOWN

PLACE 2 FT THICK BLANKET OF HEAVY LOOSE RIP RAP OVER THE QUARRY SPALLS ON RIVERWARD BANK AS SHOWN.

9. PLACE 4" THICK LIFT OF CRUSHED SURFACING BASE COURSE ON TOP OF LEVEE AS SHOWN.

5. EXCAVATE TOP OF RIVERWARD LEVEE BANK AS NEEDED AND PLACE EXCAVATED MATERAL, INCOCATIONS OF LEVEE FILL AS SHOWN TO GREATE A SMOOTH SLOPE THAT IS FLUSH WITH THE LEVEE BANK (APPROX 2H1V SLOPE).

EXCAVATE 1 FT OFF THE TOP OF THE LEVEE AND CLEAR AND GRUB THE RIVERWARD LEVEE BANK IN AREAS WHERE RIP RAP IS BEING PLACED.

PLAN

GEOTEXTILE FABRIC AND QUARRY SPALLS UNDERNEATH CRUSHED SURFACING.

(0) (9)

CRUSHED SURFACING.

(4) MEAN HIGHER HIGH WATER (MHHW) LINE BASED ON GOOSEBERRY POINT TIDE STATION DATUM.

(2) REPOSITION AND SUPPLEMENT EXISTING RIPRAP AS NEEDED TO MATCH NEW PLACED RIPRAP.

(3) TIE PLACED RIPRAP INTO EXISTING BANK.

(1) TIE PLACED RIPRAP INTO EXISTING RIPRAP.

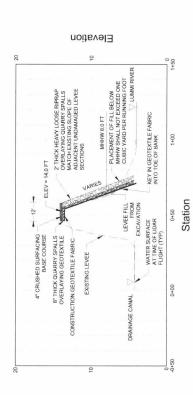
KEY NOTES:

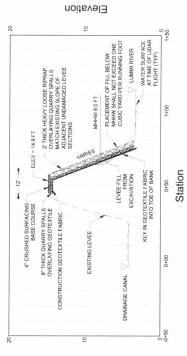
CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL 2-12.3(4)

3. HEAVY LOOSE RIPRAP 9-13.1(2) 4. QUARRY SPALLS 9-13.1(5)

1. CRUSHED SURFACING BASE COURSE 9-03.9(3)

IMPORTED MATERIALS





SECTION B-B1

PRELIMINARY - NOT FOR CONSTRUCTION

PLAN & CROSS-SECTION VIEWS

PUBLIC WORAS DIRECTOR. JON HUTCHINGS.
CCUUTY PLOXO UNUNER. PAULA HARRIS.P.E.,
PROJECT ENGINERR.
DEB JOHNSON, P.E.,

JUNE 2019
719002
LUMMI RIVER LEVEE REPAIR DIWG

DATE. JOB No.

719002 BF/DUJ BF/DUJJAB GG

SECTION A-A1

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

SHEET: 03 OF: 03