

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2009-335

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
K. Christensen Originator:	<i>KNC</i>	7/22/09	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JUL 28 2009 WHATCOM COUNTY COUNCIL </div>	8/4/09	Finance
J. Hutchings Division Head:	<i>JH</i>	7/22/09		8/4/09	Council
F. Abart Dept. Head:	<i>FA</i>	7/22/09			
D. Gibson Prosecutor:	<i>dlg</i>	07/22/09			
B. Bennett Purchasing/Budget:	<i>BB</i>	7/24/09			
P. Kremen Executive:	<i>PK</i>	7-28-09			

TITLE OF DOCUMENT:

Contract for Services for Design Assistance of Stormwater Projects in the Lake Whatcom and Birch Bay Watersheds

- ATTACHMENTS:**
1. Memo
 2. Contract Information Sheet
 3. Contract and exhibits

SEPA review required? () Yes (<input checked="" type="checkbox"/>) NO SEPA review completed? () Yes (<input checked="" type="checkbox"/>) NO	Should Clerk schedule a hearing? () Yes (<input checked="" type="checkbox"/>) NO Requested Date:
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SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

The Lake Whatcom and Birch Bay comprehensive stormwater plans have identified high priority capital improvement projects (CIPs) that address water quality and flooding issues.

Silver Beach Creek has been identified as a top priority to reduce phosphorous, bacteria, and sediments entering the Lake Whatcom watershed. The consultant will help develop plans, specifications, and engineer estimates for bank stabilization, velocity reduction, and infiltration of stormwater in the reach of Silver Beach Creek from Brownsville Drive to E. 16th Place.

In Birch Bay, the consultant will provide a more detailed review of CIPs identified in the Birch Bay Watershed Comprehensive Stormwater Management Plan and develop a revised list of projects categorized as high, medium, and low based on potential for project success, cost benefit, and timeliness. After incorporating input from the Advisory Committee and County staff, the consultant will assist with development of conceptual designs and financial estimates for 10 of the high priority projects and preliminary designs for the top 5 projects.

COMMITTEE ACTION:	COUNCIL ACTION:
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Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number:
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Please Note: *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.*

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

FRANK M. ABART
Director



STORMWATER
2011 Young Street, Suite 201
Bellingham, WA 98225
Phone # (360) 715-7450
Fax # (360) 715-7451
www.co.whatcom.wa.us

RECEIVED

JUL 24 2009

PETE KREMEN
COUNTY EXECUTIVE

MEMORANDUM

TO: The Honorable Pete Kremen, Whatcom County Executive, and Honorable Members of the Whatcom County Council

FROM: Jon Hutchings, Ph.D., Assistant Director *JH*
Kirk N. Christensen, P.E., Stormwater Manager *KNC*

THROUGH: Frank M. Abart, Public Works Director *FA*

RE: Contract for Services with Land Development Engineering & Surveying Inc. for Design Assistance of Stormwater Projects in the Lake Whatcom and Birch Bay Watersheds

DATE: July 15, 2009

Enclosed for your review and signature are two (2) originals of a contract for services between Whatcom County and Land Development Engineering & Surveying Inc.

▪ **Background and Purpose**

The Lake Whatcom and Birch Bay comprehensive stormwater plans have identified high priority capital improvement projects (CIPs) that would address water quality and flooding issues.

The Silver Beach Creek Basin, an area experiencing significant development pressure, has seen increased stormwater runoff volumes and peak flows. Extensive bank erosion and channel incision are contributing to sediments containing phosphorous and other pollutants that eventually enter into Lake Whatcom. Projects to address these issues consist of creek channel stabilization using natural stream restoration such as woody debris matrices, log weirs, and vegetation techniques. The consultant will help develop plans, specifications, and engineer estimates for stabilization, velocity control and infiltration in the reach of Silver Beach Creek from Brownsville Drive to E. 16th Place. This project is one of the top priority capital projects in the Lake Whatcom Comprehensive Stormwater Plan.

In Birch Bay, the consultant will provide a more detailed review of capital improvement projects identified in the Birch Bay Watershed Comprehensive Stormwater Management Plan and develop a revised list of projects categorized as high, medium, and low based on potential for project success, cost benefit, and timeliness. After incorporating input from the Birch Bay Watershed and Aquatic Resources Management (BBWARM) Advisory Committee and County staff, the consultant will assist with developments of conceptual designs and financial estimates for 10 of the high priority projects and preliminary designs for the top 5 projects.

Land Development Engineering & Surveying Inc. is on the 2009 Roster for Engineering & Architectural Services and was chosen through a competitive selection process.

▪ **Funding Amount and Source**

Funding for the Silver Beach Creek portion will be provided through the Stormwater Fund (123201) in the amount of \$81,270. The Birch Bay portion of \$50,380 will be funded by stormwater fees collected through the tax roll for property owners in the BBWARM District (169250). Total contract amount is \$131,650.

Please contact Kirk Christensen at extension 50209 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

200907017

Originating Department:	Public Works-Stormwater
Contract Administrator:	Kirk Christensen, Stormwater Manager
Contractor's / Agency Name:	Land Development Engineering & Surveying, Inc.
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, previous number(s): _____
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s) _____ CFDA number _____
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, associated Whatcom County grant contract number(s) _____
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s) _____
Contract Amount: (sum of orig contract amt and any prior amendments) \$ 131,650 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	If a Professional Services Agreement is more than \$15,000 or a Bid is more than \$35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than \$10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.
Scope of Services	The Lake Whatcom and Birch Bay comprehensive stormwater plans have identified high priority capital improvement projects (CIPs) that would address water quality and flooding issues. Silver Beach Creek has been identified as a top priority to reduce phosphorous, bacteria, and sediments entering the Lake Whatcom watershed. The consultant will help develop plans, specifications, and engineer estimates for bank stabilization, velocity reduction, and infiltration of stormwater in the reach of Silver Beach Creek from Brownsville Drive to E. 16 th Place. In Birch Bay, the consultant will provide a more detailed review of CIPs identified in the Birch Bay Watershed Comprehensive Stormwater Management Plan and develop a revised list of projects categorized as high, medium, and low based on potential for project success, cost benefit, and timeliness. After incorporating input from the Advisory Committee and County staff, the consultant will assist with developments of conceptual designs and financial estimates for the top 10 of the high priority projects and preliminary designs for the top 5 projects.
Term of Contract:	Expiration Date: 12/31/2010

Contract Routing Steps & Signoff: [sign or initial] [indicate date transmitted]

- | | |
|---|---|
| 1. Prepared by: <u>Remy Stratton</u> | Date <u>7/13/09</u> [electronic] |
| 2. Attorney reviewed: <u>Daniel L. Gibson</u> | Date <u>07/22/09</u> [electronic] |
| 3. AS Finance reviewed: <u>bbennett</u> | Date <u>7/20/09</u> [electronic] |
| 4. IT reviewed if IT related _____ | Date _____ [electronic] |
| 5. Corrections made: _____ | Date _____ [electronic] hard copy printed |
| 6. Attorney signoff: <u>Daniel L. Gibson</u> <i>DLG</i> | Date <u>07/22/09</u> |
| 7. Contractor signed: _____ | Date <u>7-22-09</u> |
| 8. Submitted to Exec Office _____ | Date <u>7/24/09</u> [summary via electronic; hardcopies] |
| 9. Reviewed by DCA _____ | Date _____ |
| 10. Council approved (if necessary) _____ | Date _____ |
| 11. Executive signed: _____ | Date _____ |
| 12. Contractor Original _____ | Date _____ |
| 13. Returned to dept; _____ | Date _____ |
| 14. County Original to Council _____ | Date _____ this form may need to expand to more than one page |

GENERAL CONDITIONS

Series 30-39: Provisions Related to Administration of Agreement

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension: Not Applicable

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.1 Ownership of Items Produced:

When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

- 34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - \$500,000.00
General Liability & Property Damage for bodily injury- \$1,000,000.00

A certificate of such insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C".

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

- 34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

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

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

- 35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

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

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Frank M. Abart, Director
Whatcom County Public Works
322 N. Commercial Street, Suite 210
Bellingham, WA 98225

37.2 Notice:

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

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose; and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

Exhibit "A"

Scope of Work

Professional Services Agreement for Design Assistance for Stormwater Projects in the Lake Whatcom and Birch Bay Watersheds

The Consultant's work will be organized into two complex and interrelated efforts:

- Phase 1- Silver Beach Creek Stabilization Project Design, Specifications, and Cost Estimate (Brownsville Drive to E. 16th Place).
- Phase 2- Birch Bay Watershed Project Prioritization and Preliminary Designs

Background

Comprehensive Stormwater Plans were completed for the Lake Whatcom and Birch Bay Watersheds. These plans identified high priority Capital Improvement Projects (CIPs) that address water quality and flooding.

Lake Whatcom Watershed

Within the Lake Whatcom Watershed the Silver Beach Creek sub-basin has been identified as a high priority. The County seeks to develop a project along the creek to reduce velocities and prevent further erosion and degradation of the stream, and ultimately reduce sediment and phosphorus loading to Lake Whatcom. The scope of services related to the Lake Whatcom watershed includes the following deliverables and activities:

- Develop plans, specifications and engineer's estimates for stabilization, velocity control, and infiltration to enhance stormwater in Silver Beach Creek from Brownsville Drive to E. 16th Place.

Birch Bay Watershed

As part of the Comprehensive Planning that was completed for the Birch Bay watershed, 41 CIP projects were identified and ranked. Recent review of the ranking and prioritization has suggested that the projects be re-analyzed and prioritized based on additional criteria that was not considered in the initial ranking. In addition the available funding and costs, based on preliminary design of the projects, were not considered in the original ranking completed in the comprehensive plan. The scope of services related to the Birch Bay watershed includes the following deliverables and activities:

- Re-evaluate projects from the comprehensive plan with additional criteria to identify the top 10 priority projects for the basin.
- Complete conceptual design including cost estimates for the top 10 projects and preliminary design for the top 5 priority projects.

Phase 1 – Silver Beach Creek Velocity Control and Stabilization Project Design, Specifications, and Cost Estimate

Phase 1 will utilize the data, analysis, design calculations, and recommendations from deliverables of Phase 1.1 through Phase 1.4 to develop design drawings, specifications, and a cost estimate of the proposed Silver Beach Creek Stabilization Project from Brownsville Road to E. 16th Place. This phase includes the preparation of permitted ready design documents as well as construction administration services for the Silver Beach Creek Stabilization Project. The over-arching goals for this project include reduction of localized flooding, velocity control which will reduce erosion and sediment transport, and providing increased water quality treatment as well as a County demonstration project for low impact design. The consultant shall prepare the project design, specifications, and cost estimate for approval according to Whatcom County and WSDOT standards and procedures.

Phase 1-A Task 1: Data Collection and Documentation

The consultant shall coordinate with the County project manager on design information and survey obtained during project development to ensure accurate transfer and agreed to format. This shall include the following items:

- Public and agency coordination
- Aerial photos
- Hydraulic studies
- Flood mapping
- LIDAR data
- Available survey and GIS data
- Survey data collected by County crews

Phase 1-A Task 2: Site Visits

The consultant shall complete site visits to visually inspect existing conditions including culverts, streams, storm drains, and stormwater ponds. This task assumes two (2) site visits.

Phase 1-A Task 3: Coordination of Surveying Task with County Staff

The consultant will meet with the County and assist in the process of locating the areas to be surveyed. The County will perform the survey and provide the field notes and data to the consultant.

Phase 1-A Task 4: Prepare Surveying Base Map

The County will prepare a base map to be used for preliminary and final design. The County will perform all plat research, deeds, and surveys necessary. The County will also be responsible to provide a record of survey. A record of survey drawing will be prepared by the County to certify and record. DNR monument destruction permit will be the responsibility of Whatcom County.

Phase 1-B Hydrologic and Hydraulic Analysis

The objective of this phase is to analyze and verify the hydrologic and hydraulic analysis already completed by the City of Bellingham. This element shall provide the information needed to complete the hydraulic analysis for final design, PS&E (plans, specifications, and estimates), all of which will be summarized in the Hydraulic Report.

Assumption(s):

- Existing hydrologic and hydraulic studies for Silver Beach Creek will be provided to the consultant.
- Development of a new hydrologic or hydraulic model is not required.

Phase 1-C Environmental Review

The objective of this phase is to identify the environmental constraints for the different projects and permitting requirements.

The County will provide information needed for the project. The information consists of wetland and stream delineation (if needed), and a constraints memorandum summarizing existing environmental conditions. The consultant will provide assistance as needed regarding the environmental constraints affecting the project.

Phase 1-D Conceptual Design

The objective of this phase is to understand the varied design options available and choose the most appropriate concept to develop and move forward to final design. This phase will include identification of up to three conceptual options. Options will range from traditional piped design approaches to those approaches utilizing low impact design techniques. Each option will be either hand sketched to scale over a survey background provided by others, or prepared in AutoCAD. Each option will also include a short narrative that describes the benefits of that option as well as perceived pros and cons, as well as photo images of similar built project elements. The preliminary conceptual design options will be presented and discussed with the County prior to presentation of the options by the designer at a public meeting. Detailed environmental permitting and cost information will be included in the conceptual design package as provided by the County.

One final concept design will be developed that draws from preferred elements explored in the preliminary concept design options and that address questions and concerns raised by the County or in

public meetings. The developed final concept design will include a drawing prepared in AutoCAD as well as a narrative describing the elements of the design. The developed final concept design will be presented at a public meeting.

All work will be performed on a time and materials basis at the personnel and equipment rates shown in Exhibit B. A total not-to-exceed estimate for services has been developed to cover planning, conceptual design, and environmental review. Attendance and coordination of two (2) public meetings will be needed to provide feedback for design.

Phase 1-E Final Design

The objective of this phase is to select one of the conceptual design options and prepare a final plans, specifications, and estimate package including environmental permit applications. Final design will be compliant with all permit requirements.

Phase 1-F Construction Phase

Work generally includes construction phase engineering including submittal reviews, field questions, pay estimates, and change order requests.

Phase 1-G Project Administration

The objective of this phase is to provide project administration including budget and schedule management, internal quality assurance/quality control review of deliverables prior to submission, maintenance of records, and monthly invoicing. Administration will also include coordination with various County departments and design meetings with County staff and other appropriate consultants.

Phase 1 Deliverables

- Completed data transfer checklist.
- Phone logs, e-mail documentation, all available Record of Survey and plats for the proposed project currently in-hand.
- AutoCAD drawing of the conceptual design options.
- Survey base map and Record of Survey map for the County to certify and record.
- Environmental Constraint assistance, if needed.
- Final signed hydraulic report.
- Stormwater Pollution Prevention Plan (SWPPP).
- Silver Beach Creek Velocity Control and Stream Stabilization Plans at 50%.
- Plans at 50%, and final design level.
- Design level estimate at 50%.
- Final bid-ready estimate.
- Draft contract specifications at 50% submittal.
- Contract specifications: Bid-Ready submittal.
- Construction phase assistance.
- Progress reports, invoices, and meetings.
- Final project documents and files delivered to the County at project closure.

Phase 1 Completion Date

Construction scheduling is dependent upon the Lake Whatcom clearing window. The completion date is contingent on the County's review and coordination of each phase.

- Phase 1-A will be completed in 2 weeks following Notice to Proceed for Phase 1.
- Phase 1-B and 1-C will be completed 4 weeks following completion of Phase 1-A.
- Phase 1-D will be completed 10 weeks following completion of Phase 1-B and 1-C.
- Phase 1-E will be completed 10 weeks following completion of Phase 1-D.

Phase 2 – Birch Bay Watershed Project Prioritization and Planning

The objective of this phase is to evaluate the Capital Improvement Projects (CIPs) in the Birch Bay Watershed Comprehensive Stormwater Management Plan. Upon a more detailed review of individual

projects, the consultant will develop a revised list of projects categorized as high, medium, or low based on potential for project success, cost benefit, and timeliness. The list will be summarized in a draft report that will be provided to County staff and be presented to the Birch Bay Watershed and Aquatic Resources Management (BBWARM) Advisory Committee during a public meeting. Input from the Advisory Committee and County staff will be incorporated into the final report. Up to 10 of the high priority projects will have a conceptual design and financial estimates developed.

Phase 2-A Screening and Rating Criteria

The consultant shall provide the following as part of this phase:

1. Review existing ranking list; and
2. Conduct preliminary site assessments to determine feasibility of project development as proposed; and
3. Complete limited field work review, if needed, to assist with development of an updated comprehensive stormwater plan proposed project list; and
4. Using best professional judgment, incorporate any additional factors that would further distinguish positive or negative attributes of the individual projects; and
5. Develop a draft proposal which will include a revised ranking list and report that provides a general rationale for the revised ranking and includes sections providing detailed information on factors affecting the individual project's ranking, and
6. Develop and present to County staff and Advisory Committee a project list and project feasibility analysis report based on comments received from staff and Advisory Committee.

Phase 2-B Birch Bay Projects Conceptual/Preliminary Design

The objective of this phase is to develop engineering recommendations/conceptual design and financial estimates for the top 10 projects identified as part of Phase 2-A, and to develop preliminary design for the top 5 projects and provide accurate cost estimates. The design work will include the following tasks for each of the CIPs:

- Data collection
- Survey and mapping
- Schematic design drawings with narrative
- Conceptual mitigation/restoration design (if needed)
- Cost estimate

Phase 2-C Project Administration

The objective of this phase is to provide project administration including budget and schedule management, internal quality assurance/quality control review of deliverables prior to submission, maintenance of records, and monthly invoicing. Administration will also include coordination with various County departments, design meetings with the owner, and other appropriate consultants.

Phase 2 Deliverables

- Revised ranking spreadsheet
- Attendance of four (4) public meetings
- Final project list and project feasibility analysis report
- Progress reports, invoices, and meetings
- Conceptual Design plans and cost estimate prepared in AutoCAD (10 Projects)
- Preliminary design and updated cost estimate in AutoCAD (5 Projects)
- Technical memorandum summarizing Birch Bay Watershed CIP preliminary designs
- Final project documents and files delivered to the County at project closure

Phase 2 Completion Date

The completion date for Phase 2 is greatly dependent on the availability of the BBWARM Advisory Committee and input from the County. The estimated time for each phase is shown below:

- Phase 2-A will be completed in 4-8 weeks following Notice to Proceed for Phase 2.
- Phase 2-B will be completed 12 weeks following completion of Phase 2-A.

Exhibit "B-1"
(COMPENSATION)

Fee Estimate

Scope of Work Description	Cost Estimate
Phase 1 - Silver Beach Creek Velocity Control and Stabilization Project Design, Specifications & Cost Estimate	
Phase 1-A: Project Data Collection	\$ 13,490.00
Phase 1-B: Hydrologic and Hydraulic Analysis	\$ 9,750.00
Phase 1-C: Environmental Review	\$ 700.00
Phase 1-D: Conceptual Design	\$ 11,470.00
Phase 1-E: Final Design	\$ 27,630.00
Phase 1-F: Construction Phase	\$ 10,970.00
Phase 1-G: Project Administration	\$ 7,260.00
Subtotal Phase 1	\$ 81,270.00
Phase 2 - Birch Bay Watershed Project Prioritization and Planning	
Phase 2-A: Screening and Rating Criteria	\$ 10,480.00
Phase 2-B: Birch Bay Projects Preliminary Design	\$ 27,800.00
Phase 2-C: Project Administration	\$ 12,100.00
Subtotal Phase 2	\$ 50,380.00
Total Estimate for Phases 1 and 2	\$ 131,650.00

Consultant Fee Schedule

Classification		Hourly Rate
LDES	Principal Engineer	\$ 110.00
	Engineer Tech.	\$ 85.00
	Professional Land Surveyor	\$ 110.00
	Survey Tech	\$ 85.00
	2 Person Survey Crew	\$ 130.00
	GPS Survey Crew	\$ 80.00
OCI	Principal Engineer	\$ 110.00
	Design Engineer (EIT)	\$ 100.00
	Technical Editor	\$ 90.00
NWES	Senior Biologist	\$ 100.00
	Project Biologist	\$ 75.00
Mayfly	Principal Engineer	\$ 130.00

Budget Narrative

Contract amounts are not to exceed in the total budget referenced above. As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the attached project budget. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage will be reimbursed at the current IRS rate; lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 15%. Requests for expense reimbursement must be accompanied by copies of paid invoices. Costs of alcoholic beverages are not eligible for reimbursement. Reimbursement for air travel will be at coach rates. Any work performed prior to the effective date of this contract or continuing after the completion date of the same, unless otherwise agreed upon in writing, will be at the contractor's expense. Where professional services are provided on an hourly basis, the above rates shall apply to cover salaries, taxes, insurance, administration, general overhead, and profit.

Land Development Engineering Surveying, Inc.
 Proposal Date June 11, 2009
 Proposal for Design Assistance for Stormwater Projects in the Lake Whatcom and Birch Bay Watersheds

Phase	Task ID	Task	Direct Cost or Subcontractor	Land Development Engineering and Survey						Osborn Consulting			NWES		Task Estimated Cost	Total Est. Hours		
				Princ. Engr.	Eng. Tech	PLS	Survey Tech	2 Person Survey Crew	GPS Survey Crew	Princ. Engr.	Eng. Tech	Technical Editor	Senior Biologist	Project Biologist			Princ. Engr.	
1-S	PROJECT ADMINISTRATION																	
	43	Budget and Schedule Management		12								4					\$ 1,760.00	
	44	Internal Quality Assurance/Quality Control Review of Deliverables Prior to Submission		8								2					\$ 1,100.00	
	45	Maintenance of Records		4								4					\$ 880.00	
	46	Monthly Invoicing		8								4					\$ 880.00	
	47	Coordination with Various County Departments		8								4					\$ 1,520.00	
	48	Design Meetings with the Owner and Other Appropriate Consultants		8								4					\$ 1,320.00	
		SUBTOTAL		48	0	0	0	0	0	0	0	38	0	0	0	0	\$ 7,260.00	66
TOTAL ESTIMATE FOR PHASE 1																		
2	BIRCH BAY WATERSHED PROJECT PRIORITIZATION AND PLANNING																	
2-A	SCREENING AND RATING CRITERIA																	
	49	Review of Previous Screening Process and Criteria										8	4				\$ 1,800.00	
	50	CIP Site Visits										16					\$ 3,640.00	
	51	Attend and Prepare for Public Meetings (4 meeting total)										16					\$ 2,800.00	
	52	Prioritization Technical Memorandum										8	2	2			\$ 2,040.00	
	SUBTOTAL		0	0	0	0	0	0	0	0	48	6	2	0	0	\$ 10,480.00	90	
2-B	BIRCH BAY PROJECTS PRELIMINARY DESIGN (10 CONCEPTUAL PROJECTS, 5 PRELIMINARY PROJECTS)																	
53	Data Collection										8	8				\$ 3,760.00		
54	Schematic Design Drawings										24	80				\$ 12,720.00		
55	Schematic DA/DC										30					\$ 5,000.00		
56	Cost Estimates										20	36				\$ 6,320.00		
	SUBTOTAL										62	124	0	0	0	\$ 27,800.00	257	
2-C	PROJECT ADMINISTRATION																	
57	Budget and Schedule Management																\$ 2,840.00	
58	Internal Quality Assurance/Quality Control Review of Deliverables Prior to Submission																\$ 3,960.00	
59	Maintenance of Records																\$ 1,100.00	
60	Monthly Invoicing																\$ 440.00	
61	Coordination with Various County Departments																\$ 2,200.00	
62	Design Meetings with the Owner and Other Appropriate Consultants																\$ 1,760.00	
63	SUBTOTAL																\$ 12,400.00	110
TOTAL ESTIMATE FOR PHASE 2																		
TOTAL NOT-TO-EXCEED ESTIMATE FOR PHASE 1 AND 2																		
																	\$ 131,650.00	

EXHIBIT "C"

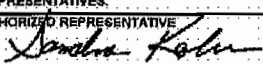
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KD LANDD-1	DATE (MM/DD/YYYY) 07/09/09
PRODUCER Balcos Insurance, Inc / Br. B 192 E Bakerview Suite 202 Bellingham WA 98226 Phone: 360-714-9500 Fax: 360-255-2555		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Land Development 5160 Industrial Pl, Suite 108 Ferndale WA 98248		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich North America	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS42433145	08/04/09	08/04/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PAS42433145	08/04/09	08/04/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Property Section	PAS42433145	08/04/09	08/04/10	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is Additional Insured as respects to work performed on their behalf by the Named Insured during the policy period shown.

CERTIFICATE HOLDER Whatcom County Public Works-Stormwater Remy Stratton 2011 Young Street #201 Bellingham WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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