

# CITY OF BELLINGHAM CONTRACT#

## Contract Authorization Routing

Number  
(Assigned by FINANCE)

2007-0541

Tracking Number FESR-77ZL64  
 Type Contract  
 Dept: PLANNING & COMMUNITY DEVELOPMENT

|  |  |   |                                       |
|--|--|---|---------------------------------------|
| Contracting Party  | ESA Adolfsen   | Original Cont #                                   |                                       |
| Name/Project #   | Agreement for Fairhaven Highlands EIS Consultant Services  |   |                                       |
| Termination Date   |  | If Contract is Extended,<br>New Termination Date: |                                       |
| City Project Mgr   | Katie Franks   |   |                                       |
| Certificate of Insurance <input type="radio"/> Attached <input type="radio"/> Waived <input type="radio"/> N/A |  |   |                                       |
| Is Notary required?  | No   |   |                                       |
| P.O. Required?   | No   | Maximum Payable \$\$                              | <input type="checkbox"/> See Contract |
| Exhibits Attached:   | <input type="radio"/> Yes <input type="radio"/> No   |   |                                       |
| Special Instructions:  | There are 3 sets to sign. Please return to Katie in Planning & CD when complete; thank you!<br><div style="text-align: right; margin-top: 5px;"> <i>10-18-07</i><br/> <i>KF</i> </div> |   |                                       |

*10/16* Distribution: Original - Attach to Contract, Copy: Return to Originating Dept.  
 Modification of Contract - Attach Copy of Original Contract to Physical document

### Contract eRouter: In Process

| Approvers        | Title                            | Assigned   | Notified   | Received | Status Changed | Status |
|------------------|----------------------------------|------------|------------|----------|----------------|--------|
| Kerry L Messer   | Legal Administrative Assistant   | 10/15/2007 | 10/15/2007 | -        | -              | -      |
| Torhil S Dunham  | Receptionist / Office Technician | -          | -          | -        | -              | -      |
| Linda D Anderson | City Clerk Representative        | -          | -          | -        | -              | -      |

### Approval Cycle Settings

- Approval conditions: 100 % approval
- Routing method: Serial (one at a time)
- Approvers
- Allow Approver comments: Grp\_eRouter
- Automatically Delegate to Assistant...: Yes
- Automatically Skip Approvers...: Yes
- Days until skipped/delegated: 12 Weekdays
- 12 Weekdays

### Notification Access

*10/17/07 Rec'd Finance*

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*10/18/07 Sean*

**AGREEMENT FOR CONSULTANT SERVICES  
CITY OF BELLINGHAM -- ESA ADOLFSON  
FAIRHAVEN HIGHLANDS EIS**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and **ESA ADOLFSON, INC.**, a Washington corporation with offices located at 5309 Shilshole Avenue NW, Suite 200, Seattle, WA 98107 (hereinafter the "Consultant"), in consideration of the mutual covenants herein, agree as follows:

**I. OBJECTIVE.** The objective of this Agreement is preparation of an environmental impact statement for the Fairhaven Highlands Project (hereinafter the "Project" as further set forth in Article III. below).

**II. RESPONSIBLE OFFICERS.**

**A.** The City designates Tim Stewart, Planning and Community Development Director as its Project Manager for the Project. The Project Manager is the City's liaison officer to the Consultant for all purposes in carrying out the Project.

**B.** The Consultant designates Mark Johnson, Project Manager as its Representative for the Project. The Consultant's Representative is its liaison officer to the City for all purposes in carrying out the Project. The Consultant designates the following persons as those assigned to this Project; changes may only be made with the City's written acquiescence:

Ikuno Masterson, Principal in Charge, Mark Johnson, Project Manager; Ilon Logan, PWS; Alex Cohen and Sharese Thompson, Planning Support; Staff for technical support, graphics, editing, and project administration consistent with project needs and the authorized scope of services may be engaged in the project without prior written consent.

**III. SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND PROJECT SCHEDULE.** Consultant agrees to carry out the following work ("the Project") to the satisfaction of the Project Manager:

See Exhibit "B": Scope of Work attached and incorporated herein by this reference. The standard of care applicable to the Consultant services shall be the degree of skill and diligence normally employed by professional consultants performing the same or similar services.

**IV. PAYMENT.**

A. The maximum payable to Consultant under this Agreement is \$50,000, which amount shall be inclusive of any State sales tax payable by Consultant.

B. Consultant acknowledges that, although it is entering into this Agreement with the City and the City will be Consultant's point of contact and coordinating counterpart in the performance of all terms and conditions hereunder, Greenbriar Northwest Associates ("Greenbriar") is be responsible for payment of all Consultant costs for EIS preparation pursuant to that certain agreement dated 13 SEP, 2007 (Agreement between City of Bellingham and Greenbriar Northwest Associates for Reimbursement of Costs and Fees) executed between the City and Greenbriar.

C. Consultant shall invoice the City on a monthly basis and City shall pay Consultant from funds deposited by Greenbriar in an account established for this purpose. If Greenbriar is in default on its agreement to fund said account, City shall immediately notify Consultant in writing.

D. Payments to the Consultant will be made monthly for work done during the previous month, based on invoices submitted to the Project Manager. A short narrative progress report shall accompany each invoice, which report shall discuss any problems or potential causes for delay, with the status of the Project, amount of work completed, and other relevant information.

E. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City or any other governmental agency with jurisdiction for a period of three (3) years after final payment.

F. The basis for payment hereunder is: See Exhibit "C": Payment Rates attached and incorporated herein by this reference.

**V. CHANGES AND ADDITIONAL WORK.**

A. Upon request of the City, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefore.

B. The City may, at any time, by written order direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, make other changes within the general scope of the services or work to be performed under this Agreement, or request other additional work not reasonably implied by the scope of work. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any service under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty days from the date of receipt by the Consultant of the notification of change.

**VI. INFORMATION AND WORK PROVIDED BY THE CITY.** Such data as is possessed by the City and is useful or necessary to the Consultant in order to carry out the Project shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. Except as specifically provided in this section, the City is not required to retain additional consultants, do research or obtain additional data for use by the Consultant at the City's expense.

Exceptions are as follows:

**The following documents have been made available:**

**1996 Supplementary Materials**

Draft Environmental Impact Statement Chuckanut Ridge, Planned Development, March 1996

Final (Draft) Environmental Impact Statement Chuckanut Ridge, Planned Development, October, 1997

Technical Appendices, Chuckanut Ridge Planned Development, March, 1996

**Reports completed by the Applicant**

Preliminary Wetland & Buffer Impact Assessment and Mitigation Plan for the Fairhaven Highlands, November 2005, prepared by Northwest Ecological Services, LLC.

Wetland Delineation for the Fairhaven Highlands Bellingham, WA, October 2005, prepared by Northwest Ecological Services, LLC

**The following reports are being completed by the Applicant and will be made available:**

Flora & Fauna Assessment for the Fairhaven Highlands (being prepared by Northwest Ecological Services, LLC)

Transportation Impact Analysis Fairhaven Highlands (being prepared by The Transpo Group)

Geotechnical Data Report (being prepared by GeoEngineers, Inc.)

Geotechnical Report with Recommendations and Conclusions (being prepared by GeoEngineers, Inc.)

Stormwater Report (being prepared by Ron Jepson and Associates)

Critical Areas Mitigation Plan (being prepared by Northwest Ecological Services, LLC)

**VII. CONSULTANT'S STUDIES, REPORTS AND WORK PRODUCT.**

**A.** The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the features of the work. Compliance with the foregoing provision shall not constitute additional work as described in this Agreement.

**B.** All documents, maps, and other materials of whatever kind prepared by the Consultant pursuant to this Agreement shall be deemed property of the City upon

completion of the Project or termination of this Agreement. The Consultant may keep file copies of its work product, but shall retain no other rights of ownership therein.

**VIII. TIME OF BEGINNING AND COMPLETION.**

**A.** The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City's Project Manager. The completion time for all work under this Agreement shall be the Project schedule contained in the Scope of Work.

**B.** Established completion time is a material part of this Agreement and shall not be extended because of any unwarranted delays attributable to the Consultant. However, it may be extended by the City in the event of a delay attributable to the City or because of unavoidable delays caused by an act of God or other conditions beyond the control of the Consultant.

**IX. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.**

**A.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; 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, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.

**B.** During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ of the City (except regularly retired employees) without written consent of the City.

**C.** This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

**D.** Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.

**E.** None of the services covered by this Agreement shall be subcontracted by the Consultant without the prior written consent of the City, executed by its Project Manager. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

**X. CONFLICT OF INTEREST.**

**A.** Consultant covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.

**B.** No members of the City government, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in this Agreement.

**XI. DISPUTE RESOLUTION, ATTORNEYS' FEES, AND APPLICABLE LAW.**

**A.** The City and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Project or involves any defect in the work of Consultant, or its contractors or subcontractors. In the event of material disagreements between the City's Project Manager and the Consultant's Representative arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Manager and the Consultant's Representative (or equivalent), all of whom shall use their best efforts to timely resolve the dispute.

**B.** In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**C.** This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

**XII. TERMINATION.**

**A.** In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the Project, the surviving members of the

Consultant hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in its sole discretion.

**B.** In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City 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 City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Consultant from being paid sums, duly documented, for work performed prior to termination.

**C.** Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Consultant shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Consultant in performing the Project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the Project work which has been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed services or other work.

**D.** Upon receipt of a termination notice, the Consultant shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Consultant or its sub-consultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant therefore. The City may thereafter, at its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of services completed to the date of termination.

**E.** Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

### **XIII. LEGAL RELATIONS AND INSURANCE.**

**A.** The Consultant shall comply, and shall ensure its sub-consultants comply, with all City ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

**B.** The Consultant shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Consultant, its agents, employees, representatives or subcontractors in performing work and services under this Agreement. In the event of any claim against the City or against both the City and the Consultant involving an allegation of negligence, intentional act, or breach of duty on the part of the Consultant, the Consultant shall be responsible for promptly providing a defense to the City. In the event of an ultimate finding of sole negligence by the City, its officers, employees, principals, or agents, the City shall reimburse the Consultant for its defense costs and shall satisfy any judgment against it. In the event of an ultimate finding of concurrent negligence by the Consultant and the City, the Consultant's and the City's responsibility for defense costs and for satisfying any judgment shall be proportionate to the percentage of each party's negligence or that of its agents, employees, representatives and subcontractors. In the event of an ultimate finding of no negligence by the City, the Consultant shall have total responsibility for defense costs and for satisfying any judgment.

**C.** The Consultant specifically agrees to defend and indemnify the City from claims or suits brought by Consultant's own employees against the City. For this purpose, Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

**D.** The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

**E.** Prior to execution of the Agreement, the Consultant shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City. In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Consultant a reasonable opportunity to find alternate

insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days' notice of cancellation.

**F.** The Consultant shall require that all subcontractors obtain and maintain comprehensive general liability, professional liability and workers compensation insurance appropriate and applicable to the scope of work and services to be performed by such sub-consultants. It shall be the responsibility of the Consultant to initially determine the appropriate and applicable insurance coverage, which will be submitted to the City for approval. The Consultant shall furnish to the City insurance certificates for all subcontractors.

**G.** The Consultant shall obtain and maintain the minimum limits of liability insurance set forth below. By requiring such minimum limits, the City shall not be deemed to have assessed the risks which may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems it appropriate and prudent, maintain greater limits. The insurance of the Consultant shall be the primary insurance with respect to those matters indemnified pursuant to paragraphs B and C above. The City and its officials and employees shall be named as additional insured on all liability insurance policies (together with the required endorsement), except professional liability insurance. Said insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Such policies shall provide the coverage required as follows for any and all occurrences arising out of the Consultant's performance under this Agreement:

1. Workers Compensation coverage as required by the laws of the State of Washington. The insurer shall waive all rights of subrogation against the City of its agents for losses arising from work performed by the Consultant.
2. Broad form Commercial General Liability, affording limits of liability of \$1,000,000.00 as a combined single limit per occurrence for bodily injury, personal injury, and property damage.
3. Automobile liability affording limits of liability of \$1,000,000.00 as a combined single limit per accident for bodily injury and property damage.
4. Professional liability insurance, affording limits of liability of \$1,000,000.00 in the aggregate covering all professional activities performed under this Agreement. If the insurance maintained by the Consultant is maintained on a "claims made" basis rather than an occurrence basis, said insurance shall be continued by the Consultant until at least five years after the date of the completion of the Project.

**XIV. ASSIGNMENT.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the prior, express written consent of the City.

**XV. ENDORSEMENT ON PLANS.** If this Agreement involves design for a construction

project, the Consultant shall place the endorsement of a licensed engineer or architect on all plans, specifications, estimates or any other design data Consultant furnishes. In any event, all materials prepared by the Consultant hereunder are property of the City, and Consultant retains no right of ownership or copyright therein.

**XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:** The Consultant agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

**XVII. COMPLIANCE WITH LOCAL LAWS:** The Consultant shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

**XVIII. EFFECT OF ACCEPTANCE OF THE WORK.** Approval of plans, specifications or other documents shall not constitute nor be deemed a release of the responsibility of the Consultant, its employees, subcontractors, or agents for the accuracy and competency of their work, nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the work prepared by the Consultant, its employees, subcontractors, or agents.

**XIX. ACCOUNTING AND AUDIT:** The Consultant agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

**XX. NOTICE.** Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Bellingham  
210 Lottie Street  
Bellingham, WA 98225


Attn: Tim Stewart  
Planning & Community Development Director

Consultant: ESA Adolfson  
5309 Shilshoe Avenue NW, Suite 200  
Seattle, WA 98107

Attn: Mark Johnson, Project Manager

**XXI. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this 4 day of Oct, 2007, for the Consultant.



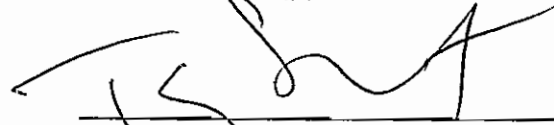
*Lloyd Skinner, Vice president*

EXECUTED, this 16<sup>th</sup> day of October, 2007, for the CITY OF BELLINGHAM:



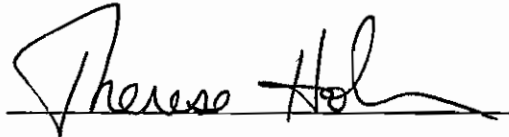
*Mayor*

**Departmental Approval:**



*Department Head*

**Attest:**



*Finance Director*

**Approved as to Form:**



*Office of the City Attorney*

## **EXHIBIT "B"**

### **Scope of Work Fairhaven Highlands Environmental Impact Statement**

The City of Bellingham (City) has requested ESA Adolfson (Consultant) to provide consultant services to complete the Scoping and develop a Draft and Final Environmental Impact Statement (EIS) for the Fairhaven Highlands development.

#### **PROJECT OVERVIEW**

Fairhaven Highlands is a planned, multiple housing type development proposed by Greenbriar Northwest Associates, LLC (Project Applicant) on property located within Bellingham city limits between Fairhaven Park and Chuckanut Drive. The development plan submitted to the City for review by Project Applicant proposes to build 739 housing units on approximately 85 acres of land.

#### **SCOPE OF WORK**

Consultant will provide services according to the following scope of work:

##### **Assumptions**

The City will provide:

- Printing and distribution of the Draft and Final EIS documents
- Access to technical staff documents and maps currently available (particularly from the Public Works, Parks and Recreation, and Planning Departments)
- Access to file materials and submissions in any project files.

The Project Applicant will provide:

- All relevant studies prepared for the project, in hard copy and, when available, in electronic form
- Access to the project site
- Access to consultants who have prepared technical studies for the project.

Consultant will make one site visit to review and verify conditions described in technical studies. Consultant will perform no wetland or stream delineation or other field survey work.

If technical studies are found to be lacking in required information, Consultant will inform City and City will require Project Applicant to provide the information needed. Consultant's project manager will attend up five (5) to meetings in Bellingham including scoping meeting; one meeting on alternatives to be considered and final scoping report; one meeting to review City comments on preliminary Draft EIS and plan publication and public comment meeting; public comment meeting on Draft EIS; and one meeting to review City comments on preliminary Final EIS.

This scope does not include peer review of the transportation analysis. If the City decides that peer review is appropriate, the contract can be revised to add a sub-consultant to be selected by the City after consultation with the Consultant.

## **TASK 1: Literature Review and Scoping**

- 1. Literature Review:** The Project Applicant and the City will provide the Consultant with access to previous studies completed for a larger project on essentially the same site regarding hydrogeology, wetlands, storm water, traffic, utilities, and flora and fauna, as well as a variety of City studies and previously issued Draft and Final EIS.
- 2. Scoping:** The Consultant will assist the City in the Scoping of the EIS. The City may require additional information be provided by the Project Applicant, upon the Consultant's recommendation, to assure that the Draft and Final EIS adequately analyze impacts.

Beginning immediately from Notice to Proceed, Consultant will review the technical reports and project application materials provided by the Applicant and any relevant City documents, plans or reports, for accuracy and adequacy for the EIS. Consultant's scientific and planning staff with appropriate expertise will review each document and determine whether or not it is appropriate to use the information in the Fairhaven Highlands EIS. As part of this effort the Consultant will also make a site visit. Consultant assumes that revisions or supplements to these reports would not be extensive, and the Applicant would provide any required technical information on the proposal. Consultant will coordinate with City staff in various departments, including Planning and Community Development, Public Works (transportation and utilities), and Parks Departments. The literature review will result in a memorandum listing references reviewed and outlining any issues or concerns with each document. Consultant will complete this review within approximately 30 days of Notice to Proceed.

Scoping will include determining the range of impacts to be covered in the EIS and establishing the alternatives to be evaluated. Scoping is expected to include one public meeting, and up to two meetings with City staff. City staff will determine the appropriate stages for input from the applicant.

Consultant will facilitate the public scoping meeting, collect comments, and prepare a draft Scoping Report summarizing the comments received. This draft will be circulated to City staff for review and comment. Consultant will meet with City staff to finalize comments on the scope and will prepare a final Scoping Report for inclusion in the EIS as an appendix. Scoping is expected to take approximately 30 days from Notice to Proceed to completion of the final Scoping Report.

## **TASK 2: Complete the Draft and Final EIS**

### **Subtask 2-1 Prepare Draft EIS**

Consultant will prepare a Draft EIS disclosing the potential impacts of the proposal on the natural and built environments (to include the following specific elements, as determined relevant to the project):

## **1. Natural Environment:**

- a. Earth, geology; soils; topography; unique physical features; erosion of land area
- b. Air: air quality, odor, climate
- c. Water: surface water; water movement/quantity/quality; runoff/absorption; floods, ground water movement/quantity/quality, public water supplies
- d. Plants and animals: habitat for and diversity of species of plants, fish, or other wildlife; unique species, fish or wildlife migration routes
- e. Energy and Natural Resources: amount required/rate of use/efficiency; source/availability; nonrenewable resources; conservation and renewable resources; scenic resources

## **2. Built Environment:**

- a. **Environmental Health:** Noise, Risk of explosion, Releases or potential releases to the environment affecting public health, such as toxic or hazardous materials
- b. **Land Use and Shoreline use:** Relationship to existing land use plans and to estimated population; housing; light and glare; aesthetics; recreation; historic and cultural preservation, agricultural crops
- c. **Transportation:** Transportation systems including vehicular, bus, and pedestrian traffic; traffic hazards; parking; movement/circulation of people or goods
- d. **Public Services and Utilities:** Fire; police; schools; parks or other recreational facilities; maintenance; communications; water/storm water; sewer/solid waste; other governmental services or utilities

Consultant will prepare an outline for the Draft EIS for review and approval by City staff. In order to facilitate final review of the Draft EIS, Consultant will provide the fact sheet and description of alternatives for preliminary City review approximately two weeks after the scoping period is completed. A preliminary Draft EIS will be provided to the City for review approximately eight weeks after completion of the scoping report. Consultant assumes that City review would take approximately two weeks, and an additional three weeks would be needed for Consultant to address City comments. A camera-ready copy will be provided for final City approval. The Draft EIS will be provided in an indexed PDF format that will facilitate posting to the City's website, as well as in hard copy.

### **Deliverables:**

Outline for the Draft EIS in Microsoft Word format, with figures in PDF format

Fact sheet and description of alternatives in Microsoft Word format, with figures in PDF format

Preliminary Draft EIS in PDF format

Camera-ready Draft EIS in indexed PDF format

**Subtask 2-2: Comments on Draft EIS**

Once published, the City, at its discretion, may hold a public comment meeting on the Draft EIS during the required 30-day comment period. If the meeting is held, Consultant will facilitate the meeting, and arrange for a court reporter to record oral comments at the meeting. Consultant will take notes at the meeting and will review the court reporter's transcript for accuracy. The City will likely also receive written comments, which will be provided to Consultant for preparation of the Final EIS.

**Deliverables:**

Meeting facilitation

Final record of oral comments from court reporter

**Subtask 2-3: Prepare Final EIS**

The Final EIS will consist of the fact sheet, summary, description of alternatives and responses to comments on the Draft EIS. If necessary, it will also include an "Additions, Corrections and Clarifications" section. Consultant assumes that it will not be necessary to reprint the impact analysis in its entirety in the Final EIS. Consultant will compile the written and oral comments, organize the letters and index the individual comments on each letter. Consultant will prepare a matrix with draft responses to each unique comment and provide this draft to the City for review. Once City staff has approved the comment responses, Consultant will format the responses for inclusion in the EIS.

Because it is difficult to predict the number of comments that will be received on the Final EIS, it is difficult to determine the level of effort involved in preparing the Final EIS. The level of effort has been estimated for the Final EIS is approximately one third of the cost of preparing the Draft EIS. This estimate should be reviewed once comments have been received.

The review process for the Final EIS would be the same as for the Draft EIS. The Final EIS will be provided in an indexed PDF format that will facilitate posting to the City's website.

**Deliverables:**

Preliminary Final EIS in PDF format

Camera-ready Final EIS in indexed PDF format

**Task 3: Project Management**

Consultant's Project Manager will coordinate with the City's Project Manager by phone or in person on at least a bi-weekly basis, and will provide written progress reports with each monthly invoice. The progress reports will outline activities completed, upcoming activities, and any issues that need to be addressed regarding scope, budget, or schedule. Consultant's Project Manager will also ensure that Consultant's editor, senior staff, and principal have reviewed each product delivered to the City for quality assurance and quality control.

**Deliverables:**

Monthly progress reports with invoices

## EXHIBIT "C"— PAYMENT RATES

### Billing Rates by Category

| Classification                       | Pay Rate               |
|--------------------------------------|------------------------|
| Principal Scientist/Planner/Engineer | \$ 140.00 to \$ 233.50 |
| Senior Project Manager               | \$ 103.00 to \$ 171.00 |
| Project Manager                      | \$ 87.50 to \$ 140.00  |
| Senior Engineer                      | \$ 106.00 to \$ 162.00 |
| Project Engineer                     | \$ 84.00 to \$ 124.50  |
| Staff Engineer                       | \$ 65.50 to \$ 103.00  |
| Landscape Architect                  | \$ 99.50 to \$ 131.00  |
| Senior Scientist                     | \$ 84.00 to \$ 118.50  |
| Project Scientist                    | \$ 59.50 to \$ 99.50   |
| Staff Scientist                      | \$ 47.00 to \$ 75.00   |
| Senior Planner                       | \$ 87.50 to \$ 127.50  |
| Project Planner                      | \$ 65.50 to \$ 103.00  |
| Staff Planner                        | \$ 50.00 to \$ 87.50   |
| Technical Editor                     | \$ 68.50 to \$ 96.50   |
| Senior Graphics/GIS Specialist       | \$ 62.50 to \$ 134.00  |
| Graphics/GIS Specialist              | \$ 50.00 to \$ 109.00  |
| Sr. Project Administrator            | \$ 65.50 to \$ 99.50   |
| Project Administrator                | \$ 50.00 to \$ 78.00   |
| Office/Project Assistant             | \$ 47.00 to \$ 65.50   |

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/15/2007

**PRODUCER**  
Woodruff-Sawyer & Co.  
220 Bush St., 7th Floor  
San Francisco CA 94104  
(415) 391-2141

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Environmental Science Associates  
ESA Adolfson, Inc.  
225 Bush Street, Suite 1700  
San Francisco, CA 94104

INSURER A: Greenwich Insurance Co.  
INSURER B: XL Specialty Insurance Company  
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 LTR  | TYPE OF INSURANCE  | POLICY NUMBER                               | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|---|--|---|----------------------------------|-----------------------------------|--|
| A   | GENERAL LIABILITY  | GEC001336704                                | 01/01/2007                       | 01/01/2008                        | EACH OCCURRENCE \$ 1,000,000   |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 1,000,000  |
|   | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                           |   |                                  |                                   | MED EXP (Any one person) \$ 5,000  |
|   | <input checked="" type="checkbox"/> Contractual Liability  |   |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000   |
|   | <input checked="" type="checkbox"/> Incl. WA Stop Gap  |   |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000   |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|   | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |                                  |                                   |  |
| A   | AUTOMOBILE LIABILITY   | AEC001336504                                | 01/01/2007                       | 01/01/2008                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |
|   | <input checked="" type="checkbox"/> ANY AUTO   |   |                                  |                                   | BODILY INJURY (Per person) \$  |
|   | <input type="checkbox"/> ALL OWNED AUTOS   |   |                                  |                                   | BODILY INJURY (Per accident) \$  |
|   | <input checked="" type="checkbox"/> SCHEDULED AUTOS  |   |                                  |                                   | PROPERTY DAMAGE (Per accident) \$  |
| <input checked="" type="checkbox"/> HIRED AUTOS         |  |   |                                  |                                   |  |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS     |  |   |                                  |                                   |  |
| <input checked="" type="checkbox"/> Deductible: \$5,000 |  |   |                                  |                                   |  |
|   |  |   |                                  |                                   |  |
|   | GARAGE LIABILITY   |   |                                  |                                   | AUTO ONLY - EA ACCIDENT \$   |
|   | <input type="checkbox"/> ANY AUTO  |   |                                  |                                   | OTHER THAN EA ACC \$   |
|   |  |   |                                  |                                   | AUTO ONLY: AGG \$  |
| A   | EXCESS LIABILITY   | UEC001336604                                | 01/01/2007                       | 01/01/2008                        | EACH OCCURRENCE \$ 1,000,000   |
|   | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                           |   |                                  |                                   | AGGREGATE \$ 1,000,000   |
|   | <input type="checkbox"/> DEDUCTIBLE  |   |                                  |                                   | \$   |
|   | <input checked="" type="checkbox"/> RETENTION \$ 10,000  |   |                                  |                                   | \$   |
| B   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | WEC001337404<br>(States of CA, OR, FL only) | 01/01/2007                       | 01/01/2008                        | <input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER |
|   |  |   |                                  |                                   | E.L. EACH ACCIDENT \$ 1,000,000  |
|   |  |   |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|   |  |   |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| A   | OTHER Professional Liability Coverage A Claims-Made Form   | PEC001336804                                | 01/01/2007                       | 01/01/2008                        | Limit Each Claim \$ 1,000,000  |
|   |  |   |                                  |                                   | Aggregate Limit \$ 2,000,000   |
|   |  |   |                                  |                                   | Self-Insured Ret. \$ 100,000   |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
D207310, Fairhaven Highlands EIS. As respects Commercial General Liability, City of Bellingham is named Additional Insured as per attached forms CG2037(07/04) and CG2010(07/04).

|  |  |   |
|--|--|---|
| <b>CERTIFICATE HOLDER</b>  | <b>ADDITIONAL INSURED; INSURER LETTER:</b> | <b>CANCELLATION</b> 10 Day Notice for Non-Payment of Premium  |
| City of Bellingham<br>City Hall<br>210 Lottie Street<br>Bellingham, WA 98225 |  | 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. |
| LOAN #:  |  | AUTHORIZED REPRESENTATIVE <i>J. Manzo</i>   |

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location(s) Of Covered Operations   |
|--|---|
| City of Bellingham<br>City Hall<br>210 Lottie Street<br>Bellingham, WA 98225                           | D207310, Fairhaven Highlands EIS. As respects Commercial General Liability, City of Bellingham is named Additional Insured as per attached forms CG2037(07/04) and CG2010(07/04). |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Environmental Science Associates  
POLICY NUMBER: GEC001336704

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location And Description Of Completed Operations  |
|--|---|
| City of Bellingham<br>City Hall<br>210 Lottie Street<br>Bellingham, WA 98225                           | D207310, Fairhaven Highlands EIS. As respects Commercial General Liability, City of Bellingham is named Additional Insured as per attached forms CG2037(07/04) and CG2010(07/04). |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".