

City of Blaine
Request for Council Action
Meeting Date: September 26, 2022

Subject: Supplement 001 to Blaine Old City Hall Demolition professional services agreement (PSA) with Reichhardt & Ebe Engineering, Inc.

Department: Public Works

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Action Needed:

Approve the Supplement 001 for Blaine Old Hall Demolition PSA with Reichhardt & Ebe (R&E) Engineering, Inc. for testing, project management, and inspection services in an amount not to exceed \$18,725.88.

Attachments:

1. R&E Engineering, Inc. Supplement 001 to Blaine Old City Hall Demolition PSA
2. Riley Group's Invoices
3. Whatcom Environmental Services' Proposal

Background/Summary:

During the construction phase of the demolition of the Old City Hall building, unforeseen conditions, testing services, and project coordination resulted in R&E exceeding their original scope and budget for their assistance with construction management and inspection services for the project. The unforeseen conditions resulted in additional testing and coordination with vendors – Riley Group for asbestos-containing materials (ACM) survey and Whatcom Environmental Services for testing potentially contaminated soil – for a total of \$7,780.08. Supplement 001 is expected to carry R&E's project management and administration all the way to the closeout phase of the project.

Budget Implications: Current Budget New Budget Request Non-Budgetary

The original PSA dated August 31, 2021, was for \$55,211.00. Supplement 001 in an amount not to exceed \$18,725.88 is roughly 34% of the original PSA.

Recommendation:

Public Works Staff respectfully requests that Council approve the Supplement 001 to Blaine Old City Hall Demolition professional services agreement in an amount not to exceed \$18,725.88 with R&E Engineering, Inc.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

**EXHIBIT A
BLAINE OLD CITY HALL DEMOLITION
SUPPLEMENT 001**

SCOPE OF WORK

PROJECT UNDERSTANDING

During the construction phase of the demolition of the old City Hall building at 344 H St., unforeseen conditions, testing services, and coordination that exceeded our original scope of work during the design and construction management phases of the project was required. R&E will need additional scope and budget for their assistance with these items.

WORK ITEMS

1.0 – CONSTRUCTION MANAGEMENT

This work item includes the unexpected additional efforts related to managing the construction of the Project consisting of the day-to-day activities and contacts with the various parties involved. These efforts included time for both Engineers and Inspectors:

R&E has experienced the following unanticipated items:

1. Pre-construction investigation and coordination efforts for the vermiculite insulation in the masonry walls in the western portion of the building. R&E contracted with the Riley Group at the City's request to test the suspected asbestos containing material.
2. Additional coordination and inspection services were required when the additional asbestos was discovered by the Contractor in the south wall.
3. Unanticipated coordination efforts were required for the removal of items within the building just prior to demolition, such as the signature wall, the large rolling safe, as well as the removal of a live seagull from the roof of the building.
4. Sewer service location coordination: The service was not oriented in the way previously thought by the City, or in the orientation that the locates were painted. R&E came to the site to assist in the next steps to locate the service so it could be properly plugged.
5. Additional fence coordination was required with the City during their discussions with the police station, on site with the police station representatives, and with the contractor to provide information and updates to the City's decision.
6. The contaminated soil discovered on the northern portion of the site required additional coordination and site visits, as well as R&E Contracting with Whatcom Environmental Services for testing of the potentially contaminated soil. If the soil is found to be contaminated, additional coordination and inspection efforts will also be required now that the testing results indicate that the soil on the site is contaminated.

SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the CITY and R&E, this contract may be supplemented to include work not specifically addressed in the sections above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

EXHIBIT B
MANHOUR AND COST ESTIMATE

BLAINE OLD CITY HALL DEMOLITION

Man-Hour and Cost Estimate

August 27, 2021

Construction Management Services

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		E-7	E-4	T-5	T-5	T-4	C-4
		Dale	Tyler	Eric	Barb	James	Cheryl
1.0	Construction Management						
1.01	Vermiculite insulation in West wall coordination					2	
	1.01.1 Initial Coordination and Discovery Efforts	2		16			
	1.01.1 Testing Services						
	1.01.1 Abatement during construction coordination		1	4	6		
1.02	Vermiculite Insulation in South Wall		2	2	4	2	
1.03	Pre-Demolition Item Removal		1	4	8		
1.04	Sewer service location coordination		3	3			
1.05	Additional fence coordination		2	6	6		
1.06	Contaminated soil coordination					2	
	1.01.1 Initial Coordination and Discovery Efforts		4	4			
	1.01.2 Site Visits and Inspection		2	6	10		
	1.01.1 Testing Services						
	Sub-Total	17	45	34	6	0	0
	TOTAL HOURS	17	45	34	6	0	0
	HOURLY RATE	\$ 155.65	\$ 107.71	\$ 86.32	\$ 86.32	\$ 75.70	\$ 65.09
	SUB-TOTAL	\$ 2,646.05	\$ 4,846.95	\$ 2,934.88	\$ 517.92	\$ -	\$ -
	TOTAL						\$ 10,945.80

2.0 REIMBURSABLES		
2.1	Riley Group	\$3,216.80
2.2	Whatcom Environmental	\$3,856.00
2.3	10% Markup on Subs	\$707.28
	Sub-Total	\$7,780.08
	GRAND TOTAL	\$18,725.88



17522 Bothell Way Northeast
 Bothell, Washington 98011
 Phone: 425.415.0551
 Fax: 425-415-0311



Federal Tax ID#: 91-1953068

Reichhardt & Ebe Engineering, Inc.
 Tyler Buys
 423 Front Street
 PO BOX 978
 Lynden, WA 98264

Net Terms NET 15
 Invoice No. 22985
 Invoice Date 01/31/2022
 Billed Through 01/31/2022
 Project No. **2019-108**
 Project Name **Blaine City Buildings**
 Site Address **344 H Street and 1721 Fern Street
 Blaine, Washington 98230**

For Focused Hazardous Materials Sampling and Report. This project is considered 100% complete.

2019-108-1 Focused Hazardous Materials Sampling

Professional Fees

		Hours	Rate	Billed Amount
Paul D. Riley, Principal Geologist	Technical Review	2.00	190.00	380.00
	Project Support	1.50	190.00	285.00
Megan Poysnick, Project Geologist	Project Communication	0.25	160.00	40.00
	Field Work	1.00	110.00	110.00
Cole Nelson, Staff Geologist	Project Management	1.50	110.00	165.00
	Project Communication	1.00	110.00	110.00
Leah Allen, Administrative Assistant	Travel	4.50	110.00	495.00
	Project Support	0.69	100.00	69.00
Sandra Castaneda, AutoCAD Technician	Drafting	1.25	100.00	125.00
			Professional Fees Subtotal	1,779.00

Expenses/Equipment

	Units	Rate	Billed Amount	
Mileage/miles	220.00	0.75	165.00	
			Expenses/Equipment Subtotal	165.00

Subcontractor

Asbestos/Lead Laboratory	31.05	
Subcontractor Subtotal		31.05
Phase subtotal		1,975.05

Invoice total **1,975.05**

All past due invoices are subjected to a 1.5% monthly late fee.

If you have any questions concerning this invoice, contact May Argueta at 425-415-0551 or margueta@riley-group.com.

JOB #: 21022
INITIALS: TB
DATE: 2/2/22
AMOUNT: Full Amt.
DATE TO PAY: 2/25/22



17522 Bothell Way Northeast
Bothell, Washington 98011
Phone: 425.415.0551
Fax: 425-415-0311



Federal Tax ID#: 91-1953068

Reichhardt & Ebe Engineering, Inc.
Tyler Buys
423 Front Street
PO BOX 978
Lynden, WA 98264

Net Terms NET 15
Invoice No. 23189
Invoice Date 03/10/2022
Billed Through 03/04/2022

Project No. **2019-108**
Project Name **Blaine City Buildings**
Site Address **344 H Street and 1721 Fern Street
Blaine, Washington 98230**

Progress billing for Focused Hazardous Materials Sampling and Report services from February 1, 2022 through March 4, 2022. This task is considered 100% complete.

2019-108-1 Focused Hazardous Materials Sampling

Professional Fees

		Hours	Rate	Billed Amount
Paul D. Riley, Principal Geologist	Project Communication	1.75	190.00	332.50
	Report Writing	2.50	190.00	475.00
Cole Nelson, Environmental Staff Geologist	Project Management	1.00	110.00	110.00
Leah Allen, Accounting Specialist and Coordinator	Project Support	0.50	100.00	50.00
Sandra Castaneda, AutoCAD Technician	Drafting	0.50	100.00	50.00
Professional Fees Subtotal				1,017.50

Subcontractor

	Billed Amount
Asbestos/Lead Laboratory	224.25
Subcontractor Subtotal	224.25
Phase subtotal	1,241.75

JOB #: 21022
INITIALS: TB
DATE: 03/15/2022
AMOUNT: Full Amt.
DATE TO PAY: 4/11/22

Invoice total **1,241.75**

All past due invoices are subjected to a 1.5% monthly late fee.

If you have any questions concerning this invoice, contact May Argueta at 425-415-0551 or margueta@riley-group.com.



soil • water • air
compliance solutions

September 1, 2022

Mr. Tyler Buys
Reichhardt & Ebe Engineering Inc.
423 Front St
Lynden, WA 98264

**RE: Petroleum Contaminated Soil Sampling, former Blaine City Hall Building,
Blaine, WA**

Mr. Buys:

Whatcom Environmental Services Inc. appreciates the opportunity to provide Reichhardt & Ebe with environmental consulting services related to the discovery of suspected petroleum contaminated soil at the former Blaine City Hall building site.

Project Scope

Whatcom Environmental will assist Reichhardt & Ebe with soil sampling and analysis services. It is our understanding that a release of unknown petroleum has impacted the soil at the site and Reichhardt & Ebe is intending to excavate and remove the contaminated soil for offsite treatment and disposal. Whatcom Environmental Services will provide a Senior Environmental Professional to collect one soil sample from soil impacted by the release for disposal characterization.

Soil will be field screened for the presence of petroleum compounds using a Photoionization Detector (PID) and by conducting sheen tests. The soil sample will be shipped for analysis to ALS Environmental Lab in Everett, WA. ALS is accredited with Ecology. Proper sampling, decontamination, and chain-of-custody procedures will be followed during sample collection and shipment. The soil sample will be analyzed on a 3-day rush turnaround (if possible).

The disposal characterization sample will be analyzed for the following constituents:

- Gasoline range TPH/BTEX (NWTPH-Gx/EPA 8021)
- Diesel range TPH (NWTPH-Dx)
- MTCA 5 Metals (arsenic, cadmium, chromium, lead, and mercury) (EPA 6020/EPA 7471)
- Polycyclic aromatic hydrocarbons (PAHs) (EPA 8270 SIM)
- Polychlorinated Biphenyls (PCBs) (EPA 8082)
- Halogenated Volatiles (EPA 8260)

Whatcom Environmental Services will prepare a letter report documenting the soil sampling results.

Projected Cost

The not-to-exceed cost for one visit to the site to collect the soil sample, laboratory analysis, and project management is estimated at \$3,856. The project will be billed on a time and materials basis subject to the rate sheet provided in Attachment A.

Terms and Conditions

All work will be performed per Whatcom Environmental Services' Terms and Conditions for Professional Services (Terms), a copy of which is included as Attachment B and which is hereby incorporated by reference into this proposal.

Proposal Acceptance

If you are satisfied with the professional services, scope of work, and costs presented herein, you may indicate your acceptance by returning a signed copy of the attached Terms and Conditions.

On behalf of Whatcom Environmental, I thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding the services or terms set forth in this proposal, please call me at (360) 752-9571.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Cashman". The signature is written in a cursive style with a large initial "H" and a long, sweeping underline.

Harold Cashman
Whatcom Environmental Services

Table 1. Soil Sampling Cost Estimate: Former Blaine City Hall Building

	Unit Cost	Units	Fixed Costs	WES Cost
Task 1: Project Management				
Licensed Hydrogeologist	\$175	4		\$700
Project Administrator	\$50	1		\$50
Task 2: Site Assessment/Soil Sampling				
Licensed Hydrogeologist	\$175	1		\$175
Senior Environmental Professional	\$120	6		\$720
Field Equipment/Sample Shipping				\$300
Laboratory Analysis (3-Day Rush Turnaround Time)				
Gasoline Range TPH/BTEX (NWTPH Gx/EPA 8021)	\$120	1	\$120	
Diesel range TPH (NWTPH-Dx)	\$100	1	\$100	
MTCA 5 Metals (arsenic, cadmium, chromium, lead, and mercury) (EPA 6020/EPA 7471)	\$112	1	\$112	
Polycyclic aromatic hydrocarbons (PAHs) (EPA 8270 SIM)	\$304	1	\$304	
Polychlorinated Biphenyls (PCBs) (EPA 8082)	\$128	1	\$128	
Halogenated Volatiles (EPA 8260)	\$176	1	\$176	
Task 3: Report Preparation				
Licensed Hydrogeologist	\$175	2		\$350
Senior Environmental Professional	\$120	4		\$480
			Fixed Costs Subtotal:	\$940
			Markup:	\$141
			WES Total:	\$2,775
Total Project Cost				\$3,856

Attachment A

Whatcom Environmental Services Rate Sheet

Whatcom Environmental Services Rate Sheet

Professional Level	Billing Rate (\$/hr)
Professional Engineer/Licensed Hydrogeologist	\$175
Senior Project Manager	\$145
Project Manager	\$125
Senior Environmental Professional	\$120
Environmental Professional 2	\$110
Environmental Professional 1	\$100
Project Administrator	\$60

Subcontract Costs	Billing Rate
Subcontract costs (drillers, excavators, labs, etc.)	Cost + 15%

Travel	Billing Rate
Mileage	IRS Rate/mile
Travel Costs	Cost + 15%

Whatcom Environmental Services Equipment Rate Sheet

Item	Cost Per Unit (\$)
Field Sampling Kit (per day)	\$25.00
Disposable Bailer	\$8.00
0.45 Micron Filter	\$25.00
Polyethylene Tubing (per foot)	\$0.50
Tygon/Teflon Tubing (per foot)	\$3.00
Work Gloves (pair)	\$10.00
Respirator Cartridge Set	\$20.00
Stainless Soil Auger (per day)	\$10.00
Depth to Water Meter (per day)	\$25.00
Photoionization Detector (per day)	\$75.00
Photoionization Detector (per month)	\$500.00
Flameionization Detector (per day)	\$150.00
Photoionization/Flameionization Detector Filter	\$10.00
Groundwater Parameter Meter (per day)	\$100.00
Turbidity Meter (per day)	\$50.00
Metal Detector (per day)	\$25.00
Submersible/Peristaltic Pump (per day)	\$50.00
Gas Vapor Probe Kit (per day)	\$350.00
55 Gallon DOT Drum	\$175.00
Vehicle (per day)	\$100.00
Bound Report	\$20.00
Field Equipment purchased or rented for environmental projects	Cost + 15%

Attachment B

Terms and Conditions

**TERMS AND CONDITIONS FOR
PROFESSIONAL SERVICES**

WHATCOM ENVIRONMENTAL SERVICES, INC.

228 East Champion Street #101
Bellingham, WA 98225

(Whatcom Environmental)

REICHHARDT & EBE ENGINEERING INC.

423 Front St.
Lynden, WA 98264

(Client)

September 1, 2022

WHATCOM ENVIRONMENTAL SERVICES, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

It is agreed this 1st day of September, 2022, by and between Whatcom Environmental Services Inc., (Whatcom Environmental) and Reichhardt & Ebe Engineering Inc., 423 Front St., Lynden, WA, 98264 (Client) as follows:

1. **Scope:** Whatcom Environmental shall provide those services set forth in the proposal, attached hereto and incorporated by reference, and any additional proposals or verbal agreements prepared or agreed to subsequent to the original proposal. The terms, conditions, rights and obligations contained in this Agreement shall apply to any future work performed by Whatcom Environmental for Client beyond the work specified in the attached proposal, unless otherwise agreed to in writing between the parties.
2. **Invoices:** Invoices will be issued on a monthly basis or upon completion of the project if less than the one-month period.
3. **Payment:** All accounts are due and payable in full at Whatcom Environmental's billing office thirty (30) days from the date of receipt of the invoice. Accounts not paid when due are subject to an interest charge calculated at the prime rate plus two percent (2%) but in no event shall such rate exceed the lawful amount, which could be charged under the law governing the contract. Disputes of any billings must be put in writing and received by Whatcom Environmental within ten (10) days of receipt of the invoice with non-disputed portions of the billing being paid as aforesaid. Cost of collection, including attorney's fees and other costs incurred in any delinquent amounts, shall be paid by Client.
4. **Insurance:** Whatcom Environmental currently maintains, and plans to do so for the duration of the services provided hereunder, the following types of insurance:

Type	Limits
Workers' Compensation	Statutory Limits (incl. waiver/subrogation)
Employer's Liability	\$1,000,000 (incl. waiver/subrogation)
Commercial General Liability BI/PD - CSL	\$1,000,000 (incl. waiver/subrogation)
Business Automotive Liability BI/PD - CSL	\$1,000,000 (incl. waiver/subrogation)
Professional Liability	\$1,000,000 (incl. waiver/subrogation)
Contractors Pollution	\$1,000,000 (incl. waiver/subrogation)

Nothing herein shall obligate Whatcom Environmental to maintain insurance for the above losses or in the above amounts.

The cost of insurance coverage provided by Whatcom Environmental in Paragraph 4 is included in the Fee Schedule. Should special coverages or additional liability insurance be required, Whatcom Environmental shall endeavor to obtain the requested insurance and the charges for such insurance shall be reimbursed to Whatcom Environmental by Client.

5. Right of Entry: Permission for site access to perform the work is the sole responsibility of Client. Extra costs associated with limited site access will be chargeable to Client and paid pursuant to the terms set out in Paragraphs 2 and 3 of this Agreement. Reasonable precautions will be taken to minimize damage to the land from the use of equipment by Whatcom Environmental, but no liability for land damage or restoration is assumed or included in Whatcom Environmental's fees. Land restoration will be accomplished by Client as deemed necessary by Client.
6. Delay/Acceleration: Any Client request to delay, suspend, cancel, or accelerate the project schedule after notice to proceed is given must be made by Client in writing and subject to Whatcom Environmental's approval. Any costs incurred by Whatcom Environmental arising out of such Client direction, as well as fees and costs incurred prior to such notice, shall be paid by Client in accordance with the payment provisions of Paragraphs 2 and 3 of this Agreement.
7. Confidential Information: Whatcom Environmental shall hold in confidence and not use or disclose to others during or subsequent to the term of this Agreement, except as is authorized in writing by Client, any information regarding Client's plans, programs, plants, processes, equipment, costs, operations, or customers, or such other information that is identified by Client as confidential or a trade secret, that may come within the knowledge of Whatcom Environmental or its employees in the performance of, or as a result of, this Agreement. Whatcom Environmental shall secure the execution of a secrecy agreement, in a form approved by Client, to assure that its vendors and subcontractors will hold in confidence and will not use or disclose any such information except as is so authorized in writing by Client. Whatcom Environmental shall exert every reasonable effort to restrict the knowledge of all information regarding any aspect of its work to employees, vendors, or subcontractors connected with performing the work; and its legal counsel, bookkeeper, or accountant, provided, however, that nothing herein shall prevent Whatcom Environmental from disclosing to others or using in any manner (i) information that is or becomes a part of the public domain other than by acts or omissions of Whatcom Environmental in violation of this Agreement, (ii) information that lawfully becomes available to Whatcom Environmental on a nonconfidential basis from a third party, or (iii) information that Whatcom Environmental can prove was in its possession at the time it entered into this Agreement and was not acquired directly or indirectly from Client.
8. Warranty: Client shall be solely responsible for the quantity and quality of documents and/or reports provided to Whatcom Environmental and for the accuracy and completeness of all data or information furnished to Whatcom Environmental by Client or others on behalf of Client. By the furnishing of such data and information, Client acknowledges that Whatcom Environmental's scope of work hereunder is limited to the expressed directions provided by Client. Whatcom Environmental shall be required to provide no other services without written agreement with Client. Whatcom Environmental warrants that it will perform its services in accordance with the standards of care and diligence normally practiced by recognized consulting firms in the performance of services of a similar nature and within Whatcom Environmental's community. Client's sole and exclusive remedy for breach of this warranty or this Agreement shall be for Whatcom Environmental to perform such corrective engineering services as may be necessary within

the original scope of Whatcom Environmental's services to remedy such deficiency, or the reasonable cost of such corrective work.

9. Consequential Damages: Neither Whatcom Environmental nor Client shall be liable to the other for any consequential or incidental damages arising as a result of this Agreement, including, but not limited to, loss of use or loss of profit. Notwithstanding the above, Client shall be liable to pay all properly invoiced fees and costs incurred or earned by Whatcom Environmental for services rendered.
10. Limitations: The warranty in paragraph 8 above shall constitute Whatcom Environmental's sole liability with respect to Whatcom Environmental's services and shall be Client's sole and exclusive remedy for any breach of this Agreement or breach of duty of care, whether such claim arises in contract, law, statute or equity. Client shall indemnify, defend, and hold Whatcom Environmental harmless from all costs in excess thereof. Releases from, and limitations on, liability as set forth in this Agreement shall apply irrespective of the fault, negligence, strict liability, or otherwise of the Party released or whose liability is limited, and shall extend to the officers, directors, agents, and employees of the Parties and their related and affiliated entities.
11. Amendments: No amendment to this Agreement shall be valid unless in writing and signed by the Parties.
12. Assignment: Neither party may assign, subcontract, transfer, convey or own all or any part of their rights, duties, obligations or liabilities under this Agreement to a third party without the other party's express written consent thereto.
13. Venue: The venue of any litigation arising out of this Agreement shall be in the Superior Court for Whatcom County, State of Washington, or such other place as both Parties may agree to in writing. Whatcom Environmental reserves the right to elect to have any dispute arising under this Agreement settled by arbitration in accordance with the Whatcom County Mandatory Arbitration Rules in effect at the time. The award by the arbitrator shall be entered as a final judgment in Whatcom Superior Court. In any action to interpret or enforce this Agreement or any invoices for services rendered by Whatcom Environmental, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party, in addition to all other remedies allowed by law.
14. Applicable Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington, except to the extent such laws may be preempted by the laws of the United States of America.
15. Interpretation and Fair Construction of Agreement: This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any party.
16. No Specified Third-Party Beneficiaries: The Whatcom Environmental work product under this Agreement is for the Client's sole and exclusive benefit and may not be used or relied upon or assigned to a third party without the Whatcom Environmental's express written consent. Except as otherwise specifically provided in this Agreement, there are no third-party beneficiaries of this Agreement. Whatcom Environmental may, at its sole discretion,

condition any assignment upon the third party's acceptance of all terms and conditions of this Agreement.

17. Nonwaiver: The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.
18. Implementation: Each party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement.
19. Invalid Provision: The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
20. Hold Harmless Provision: Client shall indemnify, defend and hold Whatcom Environmental harmless from and against any and all claims, demands, suits, judgments or settlements against Whatcom Environmental arising out of Client's ownership, occupancy, use or control of the property, equipment or tools that are the subject of the work performed by Whatcom Environmental. Such duty shall extend to and apply to any claim, demand, suit, judgment or settlement advanced under tort, contract, or statute including, but not limited to, the Washington Model Toxics Control Act, RCW Chapter RCW 70.105D.080, or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendment and Reauthorization Act of 1986, or any other amendments thereto, 42 U.S.C. section 9601, et seq. ("CERCLA"). Such duty shall extend to and apply to any claim, demand, suit, judgment or settlement relating made by any employee of Client, and to this limited extent Client waives any exclusivity provision provided under any applicable workers compensation law. Such duty shall include the obligation for Client to pay all attorneys' fees and costs associated with the defending Whatcom Environmental from any claim, demand, suit, judgment or settlement. Such duty shall also extend and apply to any claim, demand, suit, judgment or settlement made by any third-party beneficiary who has been granted a written assignment by Whatcom Environmental under Paragraph 16 of this Agreement.

Whatcom Environmental shall indemnify, defend, and hold Client harmless from and against all liability, claims, or demands for injuries or damage to any person or third-party property (excluding any damage to Client or Client's property or the work itself) caused solely by the negligence of the services by Whatcom Environmental, its servants, employees, agents, or representatives. The obligations of this indemnification shall not cover the work product of Whatcom Environmental, which is limited solely by the warranty in Paragraph 8 above. Such duty shall extend to and apply to any claim, demand, suit, judgment or settlement relating made by any employee of Client, and to this limited extent Client waives any exclusivity provision provided under any applicable workers compensation law. Such duty shall include the obligation for Client to pay all attorneys' fees and costs associated with the defending Whatcom Environmental from any claim, demand, suit, judgment or settlement.

21. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matters hereof. Authorization to proceed, either verbally or in writing, will be pursuant to this Agreement and will be deemed to constitute acceptance by Client of this Agreement. Printed terms and conditions contained in purchase orders or other such documents issued by Client with respect to Whatcom Environmental's services shall be of no force or effect.

Whatcom Environmental Services Inc.

Reichhardt & Ebe Engineering Inc.

By  _____

By _____

Title President _____

Title _____

Date September 1, 2022 _____

Date _____