

## SUPPLEMENT NO. 1

### GCA 5552

This SUPPLEMENT NO. 1 is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereafter the "STATE," and the WHATCOM CONSERVATION DISTRICT, hereinafter the "DISTRICT," collectively, the "PARTIES" and individually, the "PARTY."

WHEREAS, the PARTIES hereto entered into original AGREEMENT GCA 5552 on the 10th day of December, 2007, which provided for the STATE to reimburse the DISTRICT to address drainage issues that landowners claimed were related to the WSDOT SR 9, Nooksack to Cherry Street project, and

WHEREAS, the original AGREEMENT identified certain landowners that would be reimbursed for work performed on their property pursuant to the implementation of a remediation plan developed by the landowners and the DISTRICT under a Reimbursement Agreement and Waiver and Release agreement, and the original AGREEMENT further specified under Section 1.4 that a supplement would be written to the original AGREEMENT to address additional drainage issues, if any, and

WHEREAS, the DISTRICT claims that the work done pursuant to the original AGREEMENT on the Van Middendorp property did not cover all of the drainage issues for that property, and

WHEREAS, both PARTIES have agreed to enter into this SUPPLEMENT NO. 1 to address additional drainage issues as described below,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the provisions, covenants, terms, conditions, and performances contained herein and the attached Exhibit A-1, which is incorporated and made part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 1 is hereby amended to include the following:
  - 1.5 The DISTRICT agrees to work with three (3) landowners, DeJong, Skillman, and Van Middendorp, to address drainage issues. The East side of the DeJong property was resolved through the original AGREEMENT. This SUPPLEMENT NO. 1, pursuant to Section 1.4 of the original AGREEMENT, will address: (1) the West side of the DeJong property; (2) the Skillman property; and (3) additional work on the Van Middendorp property. The proposed Scope of Work for the issues to be addressed in this SUPPLEMENT NO. 1 are described on Exhibit A-1. The DISTRICT further acknowledges and agrees to comply with Section 1.2 and Exhibit B of the original AGREEMENT before implementing this SUPPLEMENT NO. 1.
2. Section 3.4 shall not apply to this SUPPLEMENT NO. 1.
3. Section 3.5 shall not apply to this SUPPLEMENT NO. 1.
4. Section 7.1 shall not apply to this SUPPLEMENT NO. 1.

STATE copy at  
01/17/09

MS  
EJS  
July

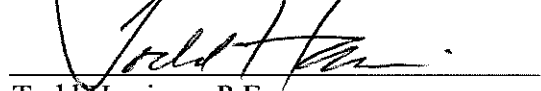
- 5. Section 7.2 is hereby added to SUPPLEMENT NO. 1:
- 6. All work to be performed under SUPPLEMENT NO. 1 shall commence on the day, month, and year this SUPPLEMENT NO. 1 is entered into and must be completed no later than by ~~March 31, 2009.~~
- 7. The Estimate of Cost, Exhibit A in the original AGREEMENT is hereby supplemented to include Exhibit A-1.
- 8. The PARTIES agree that the STATE shall be obligated to contribute a maximum of \$43,713.00 for the work proposed in SUPPLEMENT NO. 1 and shall not be liable for any additional drainage modifications and/or payment of costs for damages to drainage allegedly associated with its SR 9, Nooksack to Cherry Street project. Further, the PARTIES agree that upon completion of the work outlined in Exhibit A-1 and the payment by the STATE of no more than \$43,713.00, the STATE shall be released from any and all claims and/or damages related to or resulting from the PROJECT.
- 9. All other terms and conditions of the original AGREEMENT shall remain in full force and effect except as modified by this SUPPLEMENT NO 1.

IN WITNESS WHEREOF, the PARTIES hereto have executed this SUPPLEMENT NO. 1 as of the day, month, and year signed last hereto below.

**WHATCOM CONSERVATION DISTRICT**

**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**

By:   
Jerry Van Dellen

By:   
Todd Harrison, P.E.

Title: Chairman BOARD MEMBER

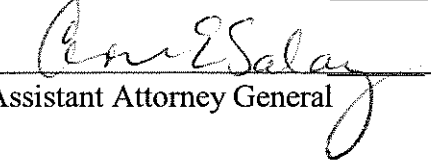
Title: Assistant Regional Administrator

Date: 11/12/08

Date: 11/17/08

**APPROVED AS TO FORM**

Date: 10-29-08

By:   
Assistant Attorney General

copy of orig  
5. Section 7.2 is hereby added to SUPPLEMENT NO. 1:

6. All work to be performed under SUPPLEMENT NO. 1 shall commence on the day, month, and year this SUPPLEMENT NO. 1 is entered into and must be completed no later than by July - ~~March~~ 31, 2009.

7. The Estimate of Cost, Exhibit A in the original AGREEMENT is hereby supplemented to include Exhibit A-1.

8. The PARTIES agree that the STATE shall be obligated to contribute a maximum of \$43,713.00 for the work proposed in SUPPLEMENT NO. 1 and shall not be liable for any additional drainage modifications and/or payment of costs for damages to drainage allegedly associated with its SR 9, Nooksack to Cherry Street project. Further, the PARTIES agree that upon completion of the work outlined in Exhibit A-1 and the payment by the STATE of no more than \$43,713.00, the STATE shall be released from any and all claims and/or damages related to or resulting from the PROJECT.

9. All other terms and conditions of the original AGREEMENT shall remain in full force and effect except as modified by this SUPPLEMENT NO 1.

IN WITNESS WHEREOF, the PARTIES hereto have executed this SUPPLEMENT NO. 1 as of the day, month, and year signed last hereto below.

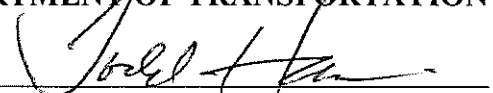
WHATCOM CONSERVATION DISTRICT

By:   
Jerry Van Dellen

Title: ~~Chairman~~ BOARD MEMBER

Date: 11/12/08

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

By:   
Todd Harrison, P.E.

Title: Assistant Regional Administrator

Date: 11/17/08

APPROVED AS TO FORM

Date: 10-29-08

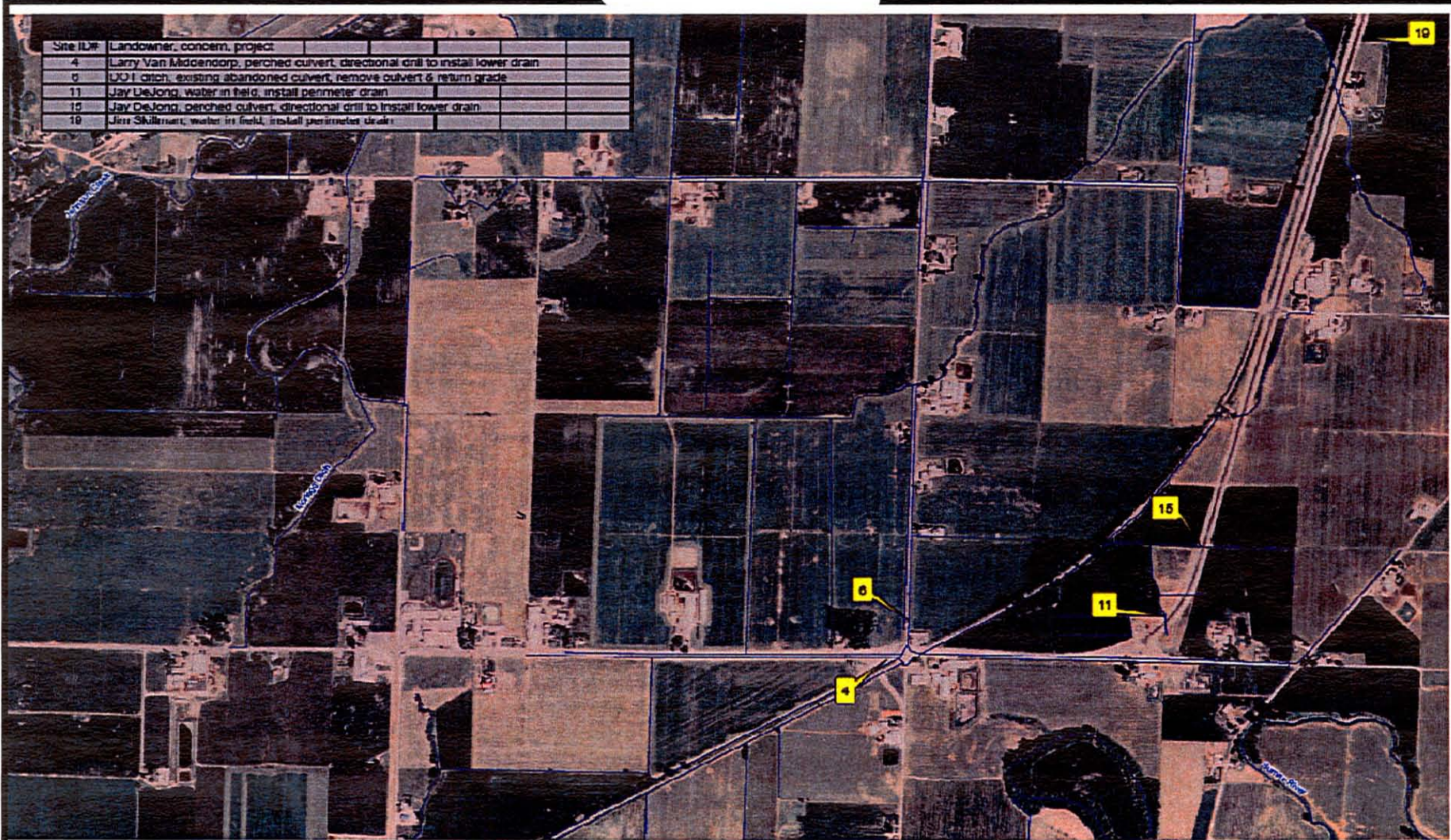
By:   
Assistant Attorney General

## **TECHNICAL ASSISTANCE**

**Purpose:** Through this program, technical/project design and financial assistance will be provided to private landowners following voluntary requests. Assistance to landowners will be associated with drainage issues caused by the reroute of SR9. Actual implementation of Best Management Practices (BMPs) will be funded after design is completed.

<b>Scope of Work:*</b>	<b>Budget</b>
1.0 Identify Land Owner Concerns. Provide technical/project design assistance for installation of projects. Administer cost-share reimbursement for projects.	\$ 0
2.0 <u>DeJong-WEST</u> - Install 1,500' 6" Corrugated Perforated Drain Tubing and 100' of 12 HDPE Pipe under SR 9.	\$ 24,698
3.0 Skillman – Install 640' of 6" Corrugated Perforated Drain Tubing	\$ 3,477
4.0 Van Middendorp – Install 115' of 12" HDPE Pipe under SR9 at PSE Substation	\$ 15,538
Technical Assistance / Administration:	\$ 0
<b><u>TOTAL:</u></b>	<b>\$43,713</b>

Site ID#	Landowner, concern, project
4	Larry Van Midoendorp, perched culvert, directional drill to install lower drain
6	UOI ditch, existing abandoned culvert, remove culvert & return grade
11	Jay DeJong, water in field, install perimeter drain
15	Jay DeJong, perched culvert, directional drill to install lower drain
19	Jens Skillemaet, water in field, install perimeter drain



**Legend**  
 Rivers & Streams

SR9 Drainage Issues Map-2008 Projects

1,000 500 0 1,000 Feet

1:12,000



September  
 2008

