



City of Sumas Request for Council Action

Meeting Date: August 25, 2025

Subject:

Cowling & Co. LLC, DBA Widener & Associates - Service Agreement Amendment

Department: Finance

Prepared By: Mollie Bost

Agenda Location:

☐ Public Hearing ☐ Old Business ☒ New Business ☐ Staff Reports

Brief Summary:

Widener & Associates provide professional consulting services and assistance with regard to FEMA Public Assistance for DR-4635 Projects. The current service agreement is in effect through December 31, 2027 with a "shall not exceed" budget of \$102,881.28.

Widener & Associates have requested an increase to the Agreement budget to accommodate the additional/ expanded work as described in Exhibit A of the amendment, with the additional funding, in the amount of \$34,775.50, being described in Exhibit B.

Legal Review: ☒ Reviewed ☐ Not Reviewed ☐ Review Not Required

Staff Recommendation:

Staff is recommending to approve the amendment, adding an additional \$34,775.50 to the approved service agreement budget.

Senior Staff Review:

- ☒ Mayor
- ☒ Finance Director
- ☒ City Clerk
- ☒ Public Works Director

Budget Implications:

- ☒ Current Budget
- ☐ New Budget Request
- ☐ Non-Budgetary

FIRST AMENDMENT TO SERVICES AGREEMENT BETWEEN CITY OF SUMAS & COWLING & CO. LLC, DBA WIDENER & ASSOCIATES

THIS First Amendment to the Services Agreement between the **CITY OF SUMAS**, a municipal corporation of the State of Washington (hereinafter the "City") and **Cowling & Co. LLC, DBA Widener & Associates**, (hereinafter the "Contractor") for the provision of professional consulting services and assistance by the Contractor to the City with regard to FEMA emergency repair projects related to flood damage, including continued assistance to the City with the next phase of documentation for FEMA Public Assistance for DR-4635 Projects (FEMA Category Z Management for the Obligated projects under DR-4635) (executed on the 12th day of September, 2024, by the City and on the 12th day of September, 2024, by the Contractor) (hereinafter "Agreement") is made and entered into this _____ day of _____, 2025, by and between the City and the Contractor.

RECITAL

WHEREAS, the City and Contractor have previously entered into the Agreement for services as described above; and

WHEREAS, the Contractor has requested an increase in the payment amount set forth in the Agreement as described in Exhibit A (Scope of Work, FEMA-4635-DR CAT Z Management, Supplement 2-1) and Exhibit B (Supplement #4 – Exhibit B, FEMA Management DR-4635, City of Sumas ... Date 7/17/2025), copies of which are attached hereto as Exhibit "A" and Exhibit "B" respectively, due to work scope expansion, including additional services provided by the Project Manager and Project Biologist; and

WHEREAS, the Contractor has agreed to perform the work scope expansion and changes as described in Exhibits "A" and "B"; and

WHEREAS, the City has agreed to increase the payment amount set forth in the Agreement by \$34,755.50 as requested by Contractor as additional compensation to the Contractor for performance of the work scope expansion and additional services described in Exhibits "A" and "B";

NOW, THEREFORE, in consideration forgoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Section IV** of the Agreement entitled Scope of Work is hereby amended to include the professional consulting and related services as described in Exhibit "A" and Exhibit "B", including, but not limited to, the work scope expansion and services described therein.

2. **Section V, sub-section B** of the Agreement entitled Payment is hereby amended so that the total compensation paid to the Contractor for performance of the services called for in the Agreement shall not exceed \$137,636.78, reflecting an increase of \$34,755.50.

3. Except as amended hereby, the Agreement shall remain in full force and effect between the City and Contractor as set forth therein.

IN WITNESS HEREOF, the parties have executed this amendment the day and year first above written.

COWLING & CO. LLC, DBA WIDENER & ASSOCIATES (Contractor)

Name: _____
Title: _____

CITY OF SUMAS

Bruce Bosch, Mayor

Attest:

Michelle Quinn, City Clerk

Approved as to Form:

James J. Wright, City Attorney

Exhibit A

Scope of Work FEMA-4635-DR CAT Z Management Supplement 1

Widener (the Consultant) will continue to assist the City of Sumas (the City) with the next phase of documentation for FEMA Public Assistance for DR-4635 Projects.

The Consultant will assist and/or provide the follow:

Management of the following Obligation Tasks and Submittals

- Project 679758 W Front Street Bridge over Johnson Creek
 - Address Request for Information (RFI) from FEMA's Environmental and Historic Preservation (EHP) team regarding pre-disaster conditions.
- Project 672079 City Well Transmission Line
 - Address EHP's question about the permitting strategy for the repair in kind project.
- Project 679957 City Well Access Bridge
 - Review the project to ensure it's ready for applicant signature.
- Project 826404 City of Sumas Stormwater Lines Damaged
 - Review the project to ensure it's ready for applicant signature.
- Project 679079 W Front Street Bridge over Johnson Creek
 - Work with FEMA to develop the final Scope and Cost Routing.
- Project 744710 Railroad Emergency Protective Measures Work on City Right of Way-Donated Resources
 - Work with FEMA to answer questions and progress the project through the final review processes.

Deliverables

- Coordination with the PDMG on project status during weekly meetings
- Sort, verify and submit all project contracts and invoices during each phase of the project.
- Address PDMG & EHP questions on documentation submitted.
- Setup special meeting with EMD and or FEMA leadership to resolve special critical program issues.

Project Name		Exhibit B			
Client		FEMA Management DR-4635			
Location		City of Sumas / Sunny Aulakh			
		Sumas, WA		Date	7/17/2025
	Project Manager	Project Biologist			
	Hours	Hours			
Damage Inventory Form & Maintenance Records-for close out of project	15	50			
FEMA Requested Documentation for project close	20	20			
Final Site Visit with FEMA Inspectors	15	40			
Final Site Inspection Reports	25	50			
Total hours	75	160			
Summary	Hours	Rate	Cost		
Project Manager	75	\$223.62	\$16,771.50		
Project Biologist	160	\$112.40	\$17,984.00		
Total Labor				\$34,755.50	
Mileage	Rate .70 per mile		0	\$0	
TOTAL ESTIMATED ADDITIONAL COST				\$34,755.50	
Original Contract (expires 12/2027)				\$102,881.28	
			Total Contract Amount	\$137,636.78	

Cowling & Co. L.L.C. dba Widener & Associates

1902 120th Place SE Suite 202 Everett, WA 98208