

AMENDMENT NO. 1 TO
AGREEMENT BETWEEN WHATCOM COUNTY,
PACIFIC INTERNATIONAL TERMINALS, INC., AND BNSF RAILWAY
COMPANY FOR REIMBURSEMENT OF COSTS AND FEES

This Amendment No. 1 to the June 12, 2012, Agreement for Reimbursement of Costs and Fees (“Amendment No. 1”) is made as of the date executed below (the “Effective Date”) by and between Whatcom County (the “County”), Pacific International Terminals, Inc. and BNSF Railway (collectively, the “Parties”).

Recitals

A. Whereas the Parties executed an Agreement for Reimbursement of Costs and Fees (the “Agreement”) on June 12, 2012, whereby Pacific International Terminals, Inc. and BNSF Railway agreed to pay for the preparation of an Environmental Impact Statement (“EIS”) for the proposed Gateway Pacific Terminal Project and Custer Spur Improvements Project on terms described in the Agreement;

B. Whereas Section 3.11 of the Agreement provides that any amendments to the Agreement, including work beyond that described in Attachment A of the Agreement, shall be only as mutually agreed by Pacific International Terminals, Inc., BNSF Railway Company, and the County in writing;

C. Whereas the County has requested that Pacific International Terminals, Inc. and BNSF Railway amend the Agreement to provide for additional funding to undertake two (2) additional Public Scoping Meetings, providing security, change of venue and meeting format requiring additional staff, additional tasks including transcriptions, substantially more scoping comments than anticipated, more co-lead agency meetings, and changes in the division of labor among consultants;

D. Whereas the Agreement (and this Amendment No. 1) is a reimbursement contract with no County money expended; and

E. Whereas the Parties now wish to amend Attachment A of the Agreement as described more specifically below and in Attachment A-1 to this Amendment No. 1.

F. Whereas the Parties now wish to amend Section 3.1 and Section 3.3 of the Agreement to clarify timeframes for supplementing the escrow account and providing copies of the approved Consultant invoices to Pacific International Terminals, Inc.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Agreement originally provided for the expenditure of up to \$961,703 for work described in Attachment A of the Agreement. To permit additional work to be performed, the Parties now agree to amend Attachment A of the Agreement to provide

for the expenditure of an addition \$76,998.10 for work described in modification #1 and \$250,040.75 for work and additional expenses described in modification #2. These changes are summarized in Attachment A-1 to this Amendment No. 1. The total expenditure now authorized under the Agreement shall not exceed \$1,288,741.84.

2. The County understands and agrees that Section 3.11 of the Agreement provides that Amendments to the Agreement, including Attachment A of the Agreement, shall only be made with the mutual agreement of the Parties. Scheduling of two additional scoping meetings occurred without the prior consent of Pacific International Terminals, Inc., or BNSF Railway Company. The County shall not commit Pacific International Terminals, Inc., or BNSF Railway Company to any future expenditure under the Agreement without the prior written agreement of both Pacific International Terminals, Inc., and BNSF Railway Company.

3. This Amendment No. 1 shall be executed by the Whatcom County Executive without further modification by the Whatcom County Executive or Whatcom County Council.

4. This Amendment No. 1 may be executed in identical counterparts. Each of the counterparts will be deemed an original for all purposes and all counterparts will collectively constitute one agreement. To facilitate the execution and delivery of this Amendment No. 1, signatures may be exchanged by facsimile or email with the same effect as if delivered in person.

5. The Agreement and this Amendment No. 1 constitute the entire agreement of the Parties regarding matters described in these documents. Except as expressly provided herein, nothing in this Amendment No. 1 alters any of the obligations of the Parties contained in the Agreement.

6. Each signatory to this Amendment No. 1 certifies that he or she is authorized to execute this Amendment No. 1 and to legally bind the party he or she represents, and that such party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such party.

7. The Parties now agree to the additional language to Section 3.1 and Section 3.3 of the Agreement as summarized in Attachment A-2 to this Amendment No. 1.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 this 25th day of Jan., 2013.

APPLICANT

Pacific International Terminal, Inc.

Bob Watters

12-21-12

Name, Title Bob Watters
Senior Vice President

Date

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

Senior Vice

On this 21st day of December, 2012, before me personally appeared Bob Watters to me known to be the President of Pacific International Terminal, Inc. and who executed the above instrument and who acknowledged the me the act of signing and sealing thereof.

Elizabeth A. Proctor
Notary Public



APPLICANT

BNSF Railway, Inc.

Name, Title

Date

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 201?, before me personally appeared _____ to me known to be the President of _____ and who executed the above instrument and who acknowledged the me the act of signing and sealing thereof.

APPLICANT

Pacific International Terminal, Inc.


Name, Title _____ *Date*

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me personally appeared _____ to me known to be the President of _____ and who executed the above instrument and who acknowledged the me the act of signing and sealing thereof.

APPLICANT


BNSF Railway, Inc.

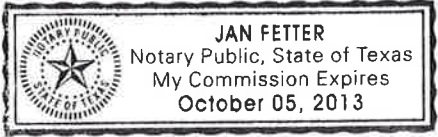


Name, Title 12-20-12 *Date*

STATE OF ~~WASHINGTON~~ ^{TEXAS})
) ss.
COUNTY OF TARRANT)

On this 20th day of December, 2012, before me personally appeared Julie Piggott to me known to be the ^{VP} President of BNSF Railway Company and who executed the above instrument and who acknowledged the me the act of signing and sealing thereof.


NOTARY



Attachment A-1: Gateway Pacific Terminal and Custer Spur Modification EIS, Modifications 1 and 2 changes in scope and supporting budget

Context for Changes to Scope and Level of Effort:

We, the Co-Leads and the 3rd party Consultant, have been actively responding to changing expectations about attendance beyond our original expectations. As you know, we collectively laid out plans to accommodate upwards of 500 to 600 person meetings, with space for 200 to have an opportunity to sit in a verbal comment area and majority of the others to wander the open house portion of the meeting.

Due to highly organized groups actively engaging citizenry, we have collectively received information about higher than expected interest which has led us to change our set up for the Bellingham scoping meeting, open areas (upper balconies) not intended to be used in Mt Vernon and has forced us to reconsider the venue locations in Seattle and Vancouver. For most of these changes, we have had a matter of days or on the spot to accommodate the changes as a team of decision-makers. The rush and intense logistical requirements have not allowed us to document the details and allow time for the applicant to weigh-in, (although there have been several verbal conversations and even encouragements on the spot to help accommodate the volumes of attendees). We have had to choose to be responsive under the constraints of public and legal notifications that have been distributed with the Notice of Intent and the notice in the SEPA register.

The following highlights the changes in terms of the original modification submitted early October and changes that have occurred since, as reflected in Modification #2. Please find the supporting spreadsheets attached following this table.

Task No.	Task Description	Mod #1 Changes	Mod #2 Changes
GP.01	Task 1 - Project Management		
1.1	Project Management and Oversight	<ul style="list-style-type: none"> Higher number of Co-lead coordination meetings for CH2MHILL and Wheeler Consulting 	<ul style="list-style-type: none"> PRR attendance at these co-lead meetings and more coordination
1.2	Project Set-Up	<ul style="list-style-type: none"> No changes 	<ul style="list-style-type: none"> No changes
1.3	Project Controls	<ul style="list-style-type: none"> No changes 	<ul style="list-style-type: none"> No changes
1.4	Project Kick-Off	<ul style="list-style-type: none"> No changes 	<ul style="list-style-type: none"> No changes
GP.02	Task 2 - Public Involvement Process		
2.1	Public Involvement Process	<ul style="list-style-type: none"> Input from Wheeler Assoc for SEPA input/review not anticipated in original scope Proposed shift of funds from PRR noted in original Mod #1 is outdated, since they found they required the hours for 	<ul style="list-style-type: none"> Higher degree of process review/management of outreach process Mailing lists exceeded anticipated tracking Much of the posters and web design was prepared under this

		attending almost weekly meetings during scoping meeting planning	task. Credit from PRR, but the volume and iterations of reviews exceeded level of effort anticipated <ul style="list-style-type: none"> Prepared an Agency Coordination Plan to help direct our interactions with regulatory agencies.
2.2.1	Public Participation Plan and EJ Outreach Plan	<ul style="list-style-type: none"> No changes 	<ul style="list-style-type: none"> No changes
2.2.2	Media Scan and Summaries	<ul style="list-style-type: none"> No changes 	<ul style="list-style-type: none"> No changes
2.3.1	Project Definition and Purpose and Need	<ul style="list-style-type: none"> No changes, these funds were transferred to use in other tasks – such as project definition posters and materials for the public meetings. 	<ul style="list-style-type: none"> No changes
2.3.2	Development of a Draft NOI and DS	<ul style="list-style-type: none"> No changes 	<ul style="list-style-type: none"> No changes, however, we did complete a new NOI and DS to update for the change in venue.
2.4	Preparation of Scoping Report		<ul style="list-style-type: none"> Over 3 times the anticipated comments thus far. Average of 2 persons full time to review, summarize and track scoping comments. Transferred task from PRR to CH2MHILL
2.5	Public and Agency Scoping Meetings	<ul style="list-style-type: none"> Attendance for some anticipated additional staff and 2 more meetings 	<ul style="list-style-type: none"> Higher than expected planning coordination, revisiting sites, re-advertising, updating multiple materials, adding two verbal comment areas to multiple meetings, and adding more staff attendance to accommodate larger crowds Changes to meeting plan for every planning public meeting, which extended planning efforts, and set-up time. All meetings requiring more staff assistance, especially when accommodating two verbal comment areas for Bellingham, Seattle, and Vancouver Change of Seattle venue and additional AV support Change to lottery system added to the number of support staff required in Vancouver and Seattle.

			<ul style="list-style-type: none"> • Additional advertisements • From planned 12 boards to 28 boards. Larger venue requirements resulted in multiple of way finding posters set-up requirements • <i>*All expense changes related to this task are based on actual cost – and have been moved from Mod #1 to Mod #2 per the attached spreadsheets.</i>
2.6	Other Public Information Materials	<ul style="list-style-type: none"> • Shifted funds from PRR task and transferred to CH2MHILL’s task 2.1 to cover additional outreach management delegated from PRR. 	<ul style="list-style-type: none"> • No changes
2.7	Comment Log	<ul style="list-style-type: none"> • Based on actual work performed today: 28hour/week for about 3 months to review approve and log comments onto web. This includes inputting metadata input and copying and mailing all comments to Co-leads for EIS record purposes. (portion of this is covered through shifting funds from PRR budget to CH2MHILL) • Bi-weekly scoping comment updates (vs. monthly). 	<ul style="list-style-type: none"> • Also, PRR supports a previously unidentified task of opening a phone line, recording questions and responses from both phone and web inquiries for logistic oriented questions.
GP.03	Task 3 - Record Material Keeping		
3.1	Records Management and the Administrative Record	<ul style="list-style-type: none"> • No changes 	<ul style="list-style-type: none"> • No changes
GP.04	Task 4 - Environmental Evaluation		
4.1	Environmental Evaluation Methodologies	<ul style="list-style-type: none"> • No changes 	<ul style="list-style-type: none"> • No changes

Status as of October 16 and Budget Modification 1 and 2 Summary Sheet

		Contract Budget	7/27/2012	8/31/2012	9/28/2012	10/26/2012	Budget status - 10/26/2012	MOD #1		MOD #2	
								Labor	Expense	Labor	Expense
GP.01	Task 1 - Project Management	\$175,510.00	\$59,528.30	\$53,135.85	\$20,391.74	\$14,172.15	\$28,281.96	\$50,244.00			
1.1	Project Management and Oversight	\$67,732.00	\$8,069.50	\$36,092.66	\$15,715.24	\$11,103.65	(\$3,249.05)	\$50,244.00		\$25,195.68	
1.2	Project Set-Up	\$26,512.00	\$27,835.00	\$1,517.10	\$0.00	\$0.00	(\$2,840.10)	\$0.00		\$0.00	
1.3	Project Controls	\$37,440.00	\$795.00	\$1,868.75	\$3,691.50	\$3,068.50	\$28,016.25	\$0.00		\$0.00	
1.4	Project Kick-Off	\$43,826.00	\$22,828.80	\$13,657.34	\$985.00	\$0.00	\$8,354.86	\$0.00		\$0.00	
GP.02	Task 2 - Public Involvement Process	\$487,808.00	\$28,949.00	\$130,364.57	\$77,342.52	\$108,047.56	\$143,104.35	\$30,182.52		\$156,676.89	\$64,334.15
2.1	Public Involvement Process	\$19,878.00	\$15,548.00	\$18,066.75	\$12,687.07	\$716.46	(\$27,140.28)	\$29,415.00		\$18,277.72	
2.2.1	Public Participation Plan and EJ Outreach Plan	\$46,824.00	\$5,065.00	\$28,144.85	\$2,096.16	\$1,629.00	\$9,888.99	\$0.00		\$0.00	
2.2.2	Media Scan and Summaries	\$16,261.00	\$362.00	\$3,334.53	\$1,416.94	\$1,567.43	\$9,580.10	\$0.00		\$0.00	
2.3.1	Project Definition and Purpose and Need	\$52,404.00	\$975.00	\$12,177.00	\$18,044.50	\$5,099.90	\$16,107.60	(\$34,600.00)		\$0.00	
2.3.2	Development of a Draft NOI and DS	\$4,835.00	\$1,560.00	\$1,990.00	\$390.00	\$0.00	\$895.00			\$0.00	
2.4	Preparation of Scoping Report (As Billed)	\$85,059.00	\$0.00	\$33,755.91	\$23,634.25	\$33,099.53	(\$5,430.69)			\$0.00	
2.4	Preparation of Scoping Report (Adjusted for PRR billing errors)	\$85,059.00	\$0.00	\$1,400.00	\$3,270.00	\$3,045.00	\$77,344.00	\$510.00		\$54,969.18	
2.5	Public and Agency Scoping Meetings (As Billed)	\$144,419.00	\$362.00	\$4,193.03	\$3,161.00	\$40,045.28	\$96,657.69	\$0.00		\$0.00	
2.5	Public and Agency Scoping Meetings (Adjusted for PRR billing error)	\$144,419.00	\$362.00	\$36,548.96	\$23,525.25	\$70,099.81	\$13,882.98	\$44,493.05		\$83,409.99	\$64,334.15
	Transcribe the individual verbal comments										
2.6	Other Public Information Materials	\$77,877.00	\$5,077.00	\$27,322.45	\$10,665.43	\$7,867.06	\$26,945.06	(\$23,557.41)		\$0.00	
2.7	Comment Log	\$40,251.00		\$1,380.05	\$5,247.17	\$18,022.90	\$15,600.88	\$13,920.88		\$0.00	
GP.03	Task 3 - Record Material Keeping	\$6,984.00	\$450.00	\$1,530.00	\$180.00	\$90.00	\$4,734.00	\$0.00		\$0.00	\$0.00
3.1	Records Management and the Administrative Record	\$6,984.00	\$450.00	\$1,530.00	\$180.00	\$90.00	\$4,734.00	\$0.00		\$0.00	
GP.04	Task 4 - Environmental Evaluation	\$199,382.00	\$0.00	\$0.00	\$240.00	\$2,584.00	\$196,558.00	\$0.00		\$0.00	\$0.00
4.1	Environmental Evaluation Methodologies	\$199,382.00			\$240.00	\$2,584.00	\$196,558.00	\$0.00		\$0.00	
LABOR TOTALS		\$859,684.00	\$88,927.30	\$185,030.42	\$98,154.26	\$124,893.71	\$372,678.31				
EXPENSES		\$66,168.00	\$2,048.19	\$4,050.85	\$1,880.54	\$13,974.87	\$44,213.55				\$64,334.15
5% EXPENSES/SUBCONSULTANTS MARK UP		\$25,851.00	\$102.41	\$6,145.11	\$1,970.57	\$4,497.27	\$13,135.64	-\$3,428.42		\$3,834.03	
TOTAL		\$961,703.00	\$91,077.90	\$195,226.38	\$102,005.37	\$143,365.85	\$430,027.50	\$76,998.10		\$185,706.60	\$64,334.15

Consultant Fee Determination
 Whatcom County
 Gateway Pacific Terminal and BNSF Custer Spur Modifications Project

12/19/12

Task	Firm	CH2M HILL Hours	CH2M HILL Dollars	Confluence Environmental Hours	Confluence Environmental Dollars	PRR Hours	PRR Dollars	Sequana Hours	Sequana Dollars	BST Hours	BST Dollars	Wheeler Hours	Wheeler Dollars	TOTAL Hours	TOTAL Dollars
GP.01	Task 1 - Project Management	916	\$137,624	64	\$11,200	12	\$1,970	24	\$5,100	8	\$1,120	112	\$16,680	1146	\$172,694
1.1	Project Management and Oversight	278	\$45,332	32	\$5,600	0	\$0	16	\$2,400	0	\$0	96	\$13,440	420	\$68,772
1.2	Project set-up	160	\$26,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	160	\$26,000
1.3	Project Controls	292	\$36,040	8	\$1,400	0	\$0	0	\$0	0	\$0	0	\$0	300	\$37,440
1.4	Project kick-off	188	\$30,252	24	\$4,200	12	\$1,970	18	\$2,700	8	\$1,120	16	\$2,240	266	\$42,482
	MOD 1 HOURS - see Att B3	180	\$32,444									120	\$16,800	300	\$60,244
	MOD 2 HOURS					152	\$25,196							152	\$25,196
GP.02	Task 2 - Public Involvement Process	991	\$160,363	144	\$26,200	1871	\$192,084	90	\$13,500	250	\$37,500	104	\$14,560	3460	\$443,197
2.1	Public Involvement Process	56	\$9,840	0	\$0	75	\$10,038	0	\$0	0	\$0	0	\$0	131	\$19,878
	MOD 1 HOURS - see Att B3	136	\$24,376									38	\$5,040	172	\$29,416
	MOD 2 HOURS					113	\$18,278							113	\$18,278
2.2	Public and Agency Involvement													0	\$0
2.2.1	Public Participation Plan and EJ Outreach Plan	168	\$30,472	8	\$1,400	143	\$14,332	8	\$1,200			0	\$0	327	\$47,404
2.2.2	Media scan and summaries	12	\$2,172			144	\$14,088							156	\$16,261
2.3	Scoping Period Commencement									40	\$5,600			40	\$5,600
2.3.1	Project Definition and Purpose and Need	56	\$9,932	0	\$0	0	\$0	28	\$4,200	250	\$37,500	8	\$1,120	342	\$52,752
2.3.2	Development of a Draft NOI and DS	17	\$2,567	0	\$0	0	\$0	8	\$1,200			8	\$1,120	33	\$4,887
	MOD 1 HOURS - see Att B3							-18	-\$2,700	-210	-\$31,900			-228	-\$34,600
2.4	Preparation of Scoping Report	332	\$48,368	104	\$18,200	109	\$14,155	16	\$2,400			16	\$2,240	577	\$85,363
	MOD 1 HOURS - see Att B3	90	\$11,010	-60	-\$10,500									30	\$610
	MOD 2 HOURS	672	\$82,222			-60	-\$7,233							512	\$64,989
2.5	Public and Agency Scoping Meetings	210	\$36,170	32	\$5,600	631	\$87,631	30	\$4,500			64	\$8,960	967	\$122,861
	MOD 1 HOURS - See Att B1	215	\$36,607	19	\$3,325	30	\$4,561							264	\$44,493
	MOD 2 HOURS	278	\$42,970			337	\$40,440							615	\$83,410
2.6	Other Public Information Materials	140	\$20,832	0	\$0	269	\$31,588	0	\$0			8	\$1,120	417	\$53,540
	MOD 1 HOURS - see Att B3					-211	-\$23,587							-211	-\$23,587
2.7	Comment Log	0	\$0			500	\$40,251					0	\$0	500	\$40,251
	MOD 1 HOURS - see Att B3	364	\$43,558			-336	-\$29,837							28	\$13,921
GP.03	Task 3 - Record Material Keeping	52	\$7,128	0	\$0	0	\$0	0	\$0			0	\$0	52	\$7,128
3.1	Records management and the Administrative Record	52	\$7,128	0	\$0	0	\$0	0	\$0			0	\$0	52	\$7,128
GP.04	Task 4 - Environmental Evaluation	655	\$100,194	245	\$40,285	0	\$0	16	\$2,400	28	\$4,220	32	\$4,480	976	\$151,579
4.1	Environmental Evaluation Methodologies	655	\$100,194	245	\$40,285	0	\$0	16	\$2,400	28	\$4,220	32	\$4,480	976	\$151,579
	CONTRACT LABOR TOTALS	2,614	\$405,299	453	\$76,885	1,883	\$194,054	140	\$21,000	285	\$42,720	248	\$34,720	5,624	\$731,758
	MOD 1 LABOR TOTALS	985	\$148,995	-41	-\$7,175	-517	-\$48,633	-18	-\$2,700	-210	-\$31,900	156	\$21,840	385	\$80,427
	MOD 2 LABOR TOTALS	850	\$105,192	0	\$0	542	\$76,681	0	\$0	0	\$0	0	\$0	1392	\$181,873
	5% mark-up on Subs on Mod 1				-\$359		-\$2,432		-\$135		-\$1,505		\$1,092		-\$3,428
	5% mark-up on Subs on Mod 2				\$0		\$2,834		\$0		\$0		\$0		\$3,834

GPT Scoping Meeting Expenses for Mod 1 and 2

	Estimated Expense	Amount Currently Budgeted	Additional Funds Needed	Bellingham	Mt Vernon	Friday Harbor	Seattle	Ferndale	Spokane	Vancouver	General Meeting Expenses
Venue Rental	\$ 25,269.42	\$ 2,500.00	\$ 22,769.42	\$ 1,595.92	\$ 5,000.00	\$ 573.50	\$ 11,000.00	\$ 2,765.00	\$ 3,135.00	\$ 1,200.00	
Court Reporter	\$ 14,186.00	\$ 2,000.00	\$ 12,186.00	\$ 2,167.00	\$ 1,760.00	\$ 1,759.00	\$ 3,000.00	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00	
Equipment Rental (chairs, microphone)	\$ 7,952.78	\$ -	\$ 7,952.78	\$ 1,043.30		\$ 619.48	\$ 4,050.00	\$ 1,700.00		\$ 540.00	
Display Ads	\$ 22,755.00	\$ 15,750.00	\$ 7,005.00								\$ 22,755.00
Printing	\$ 8,112.00	\$ 5,775.00	\$ 2,337.00	\$ 3,112.00	\$ 550.00	\$ 550.00	\$ 2,000.00	\$ 800.00	\$ 550.00	\$ 550.00	
Mailing Expense	\$ 200.00	\$ 3,045.00	\$ (2,845.00)								\$ 200.00
Video (stock photos)	\$ 300.00		\$ 300.00								\$ 300.00
Office Supplies	\$ 776.95		\$ 776.95								\$ 776.95
Travel/Hotel/Rental Car (PRR)	\$ 4,071.00		\$ 4,071.00	\$ 350.00	\$ 300.00	\$ 1,170.00	\$ 11.00	\$ 350.00	\$ 1,240.00	\$ 350.00	\$ 300.00
Travel/Hotel/Rental Car (CH)		\$ 9,123.60									
Travel/Hotel/Rental Car (Wheeler)		\$ 5,214.00									
Travel/Hotel/Rental Car (Confluence)		\$ 1,617.00									
Additional Security Costs	\$ 6,281.00		\$ 6,281.00			\$ 550.00	\$ 2,829.00	\$ 1,365.00		\$ 1,537.00	
Individual comment transcriptions	\$ 3,000.00		\$ 3,000.00								\$ 3,000.00
Web Server	\$ 500.00		\$ 500.00								
	\$ 93,404.15	\$ 45,024.60	\$ 64,334.15	\$ 8,268.22	\$ 7,610.00	\$ 5,221.98	\$ 22,890.00	\$ 8,980.00	\$ 6,425.00	\$ 6,177.00	\$ 27,331.95

Attachment A-2:

3. AGREEMENT

3.1 Pacific International Terminals, Inc. agrees to deposit an initial amount of Two Hundred and Fifty Thousand Dollars (\$250,000) in an escrow account approved by the County within five (5) working days of the execution of this Agreement. Failure to deposit the initial amount shall cause the Agreement to become void. The County shall be notified when the initial deposit is made, and verification of the initial deposit shall be noted by the County on the signature page of this contract. The Escrow Agent shall release the funds to the Consultant upon written instructions of the SEPA official of the County as described below. Pacific International Terminals, Inc. shall supplement the escrow account by the last day of the month within twenty (20) days after each release of funds, as necessary, in order to maintain a balance of Two Hundred and Fifty Thousand Dollars (\$250,000). The required escrow amount may be changed from time to time by the County to reflect a reasonable estimate of the amounts to be reimbursed over the duration of this Agreement. If the balance of the escrow account is not maintained, the County shall halt project review.

...

3.3 Attachment "A", "Exhibit "B" Compensation", states that the Consultant agrees to submit a monthly itemized billing invoice to the County SEPA Official for services rendered and costs incurred. These invoices will include details showing the services performed, the hours worked, and other chargeable expenses. After review of the detailed invoices by the County SEPA official to assure the invoice is consistent with the Scope of Work and Budget, as outlined in **Attachment "A"**, and in accordance with the County's own audit standards for professional services contracts, the County will submit to the Escrow Agent the amount to be released to the Consultant. A copy of the approved invoices will also be provided to Pacific International Terminals, Inc. for its records. Copies of the submitted invoices and the invoices as approved by the County shall also be provided to Pacific International Terminals, Inc. at least fourteen (14) days prior to the funds being released. The Escrow Agent shall release the amount specified within ten (10) days of the receipt of the billing. Payment shall be made to "CH2M Hill Engineers, Inc.", and mailed to: CH2M Hill Engineers, Inc., PO Box 201869, Dallas, TX 75320-1869.