Contract 7466

DEPARTMENT OF ECOLOGY
State of Washington

2013-15 Grants of Regional or Statewide Significance Program Funding Agreement Between The State of Washington Department of Ecology and The City of Redmond

Grant Agreement Number G1400490

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2013-15 GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE PROGRAM
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF REDMOND

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Redmond (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:	Six Swales Bioretention Monitoring
Grant Number:	G1400490
State Fiscal Year:	FY 2014
Total Project Cost:	$345,319
Total Eligible Cost:	$345,319
DEPARTMENT Share:	$345,319
RECIPIENT Share:	$0
DEPARTMENT Maximum Percentage:	100 %

RECIPIENT Information

RECIPIENT Name:	City of Redmond
Mailing Address:	15670 NE 85th Street
	Redmond, WA 98052
Federal Taxpayer ID Number:	91-6001492
PROJECT Manager:	Andy Rheaume
Email Address:	ajrheaume@redmond.gov
Phone Number:	425-556-2741
PROJECT Financial Officer:	Gloria Hulskamp
Email Address:	ghulskamp@redmond.gov
Phone Number:	425-556-2702

DEPARTMENT Contact Information

Project Manager:	Douglas C. Howie, P.E.
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Phone Number:	360-407-6444
Project Engineer:	Douglas C. Howie, P.E.
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Phone Number:	360-407-6444

Address:

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Financial Manager:	Kyle Graunke
Email Address:	kyle.graunke@ecy.wa.gov
Phone Number:	360-407-6452
Fax Number:	360-407-7151
Address:	WA State Department of Ecology Water Quality Program, FMS P.O. Box 47600 Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- 2013-15 Grants of Regional or Statewide Significance (state funds): ☒ Yes
- Amount: $345,319, Funded with Environmental Legacy Stewardship Account (ELSA) – State
- Increased Oversight? ☐ Yes ☒ No

The effective date of this agreement is **July 1, 2013**.

This agreement expires: **June 30, 2015.**

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): June 30, 2018

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. This project is being performed in follow-up to a previous monitoring project that showed significant pollutant export from a bioretention swale constructed for the RECIPIENT's 185th Street Extension Project.

The RECIPIENT will construct bioretention swales with various bioretention soil mixes (BSM). Each bioretention swale will be configured with an impervious High Density Polyethelene (HDPE) liner and underdrain. Monitoring will be performed to evaluate the runoff treatment performance and hydrologic performance of each bioretention swale over a one-year period. Results will be shared in a project report that quantifies the performance of each BSM.

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PART III. PROJECT BUDGET

Six Swales Bioretention Monitoring		
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	$17,923	$17,923
2 - Equipment Purchase and Installation	$70,452	$70,452
3 - Controlled Infiltration Testing	$7,444	$7,444
4 - Hydrologic Monitoring	$27,083	$27,083
5 - Water Quality Monitoring	$149,093	$149,093
6 - Data Management	$38,865	$38,865
7 - Reporting	$34,459	$34,459
Total	$345,319	$345,319
**** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.**		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 100% of TEC		$345,319

PART IV. PROJECT GOALS AND OUTCOMES

A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of the Sammamish River and local groundwater from stormwater pollution and include one or more of the following:

- ☒ Stormwater System Retrofit
- ☒ Low Impact Development Best Management Practices (BMP)
- ☐ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.

B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.

1. Monitor full scale bioretention swales to assess the constructability, performance and appropriate use (i.e. treating industrial runoff) of this technology throughout the region. Inform the future design criteria of bioretention treatment media and other design aspects (under drain backfill and pipe specifications).

C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.

1. Perform full scale monitoring of bioretention swales for runoff treatment and hydrologic performance.

2. Analyze bioretention data and provide the results in a final report.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

C. The RECIPIENT must ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Required Performance:

1. Effective administration and management of this grant project.
2. Timely submittal of all required performance items, progress reports, and financial vouchers.
3. Submit one hard copy and one electronic copy of the final project report after a draft has been approved by the DEPARTMENT.
4. Submit a 1-2 page Project Summary of the outcomes.

Task 2 – Equipment Purchase and Installation

A. The RECIPIENT will update and submit the Quality Assurance Project Plan (QAPP) for the project to the DEPARTMENT for review and approval.

B. The RECIPIENT will ensure:

1. Automated equipment is installed in association with each bioretention swale, in accordance with the DEPARTMENT reviewed and approved QAPP.

    a. The equipment will be in place to continuously monitor influent and effluent flow volumes and the presence or absence of system bypass. Also, automated equipment will be installed to characterize influent and effluent water quality for each bioretention swale based on flow-weighted composite samples. Finally, a rain gauge will be installed to continuously monitor precipitation depth at the RECIPIENT's decant facility. Equipment installation will be documented at each bioretention swale on standardized forms once they are complete.

Required Performance:

1. Update the current monitoring QAPP, and submit to the DEPARTMENT for review and approval.
2. Install monitoring equipment in accordance with the approved QAPP. Submit electronic copies of standardized forms that document the equipment installations.

Task 3 – Controlled Infiltration Testing

A. The RECIPIENT will ensure:

1. Controlled testing is performed after bioretention swales are constructed to evaluate infiltration rates on the surface of each swale. The procedures used to measure these infiltration rates will be adopted from protocols published by the DEPARTMENT for pilot infiltration tests. Specifically, water will be discharged to the bioretention swale from a hydrant or water truck at a variable rate to maintain a constant water level within the swale. During this process, a rotameter will be used to measure the flow rate of the water. After this flow rate remains stable (i.e., constant) for a period of 60 minutes, the water will be turned off and the rate of infiltration (in inches per hour) will be recorded until all the water has infiltrated. An initial test will be performed following construction of each swale and after a suitable period for soil stabilization and plant establishment. The RECIPIENT will perform a second test in 2015 near the end of the monitoring period after the swales have been in operation for as long as the project allows.

Required Performance:

1. Submit summarized results to the DEPARTMENT from the controlled infiltration testing in technical memoranda within three weeks of completing each test.

Task 4 – Hydrologic Monitoring

A. The RECIPIENT will ensure:

1. Hydrological monitoring is implemented, in accordance with procedures described in the project-approved QAPP, to document the treatment performance of each bioretention swale. Specifically, influent and effluent flow volumes to each bioretention swale will be measured continuously and logged on a 5-minute interval. These data will be automatically downloaded via telemetry on a daily basis. The following calibration checks and quality assurance procedures will be implemented in connection with this monitoring:

   - The calibration of the precipitation gauge will be checked prior to its deployment and at the end of the project.
   - Water level sensors will be tested for precision and bias in the office prior to their deployment and at the end of the project.
   - Dynamic flow tests will be performed on one occasion by discharging a known flow rate from an adjacent fire hydrant through each flow measurement device. The known flow rate will then be compared with the measured flow rate from the datalogger and adjustments will be made if necessary.
   - The calibration of water level sensors will be checked on at least a monthly basis and before each storm event that is targeted for water quality sampling.

   The hydrologic monitoring will occur continuously throughout the project, starting prior to the first flow weighted composite sample is collected and lasting until the last flow weighted composite sample is collected.

Required Performance:

1. Document results from calibration checks on standardized field forms, and include forms in the final project report (Task 7).

Task 5 – Water Quality Monitoring

A. The RECIPIENT will ensure:

1. Monitoring is implemented in accordance with procedures described in the project-approved QAPP to document the treatment performance of the bioretention swales. Based on the TAPE (Technology Assessment Protocol – Ecology) guidelines, between 12 and 35 flow-weighted composite samples will be collected from the inlet and outlet of the treatment system in order to obtain sufficient data to meet the statistical goals for assessing system performance. For budgeting purposes, it was assumed that sampling will be conducted at the inlet and outlet of each bioretention swale during 20 discrete storm events for 44 samples in total (20 storm events 2 samples per event + 10% QA = 44 samples).

At one representative bioretention swale, up to four rinsate blank samples will also be collected and analyzed for selected parameters to check for cross contamination in sampler suction tubing.

Samples will be sent to Aquatic Research, Inc., a DEPARTMENT certified laboratory, where they will be analyzed for the following suite of parameters:

- Total suspended solids
- Particle size distribution (influent only)
- Total and dissolved lead, copper, and zinc
- Total phosphorous, orthophosphate, total Kjeldahl nitrogen, and nitrate+nitrite nitrogen
- Hardness
- Fecal coliform
- NWTPH-Dx and GxDissolved organic carbon
- Dissolved organic carbon (effluent only)
- Major cations: Ca, Mg, Na, and K (effluent only)
- Major anions: SO4 and Cl (effluent only)
- Alkalinity (effluent only)
- Sulfide (effluent only)

Each sampled event will require a pre-event trip to set-up the automated samplers and calibrate level sensors, a mid-event sampling trip to collect grab samples, and a post-event trip to pick up the composite sample. Field staff will keep detailed field notes of all water quality sampling activities. Field notes will be recorded on field forms that will be included as an appendix in the final project report (see Task 8).

Required Performance:

1. Complete monitoring in accordance with the DEPARTMENT approved QAPP.
2. Include field notes on monitoring in the final project report (Task 7).

Task 6 – Data Management

A. The RECIPIENT will ensure:

1. Data Processing - Post-processing of the data will also be performed to convert measured water levels to estimates of discharge based on mathematical formulas for the primary measuring device installed at each station.

2. Laboratory Data and Reports - The laboratory used for this project will report the analytical results within 30 days of receipt of the samples. The laboratory will provide sample and quality control data in standardized reports suitable for evaluating the project data. These reports will include all quality control results associated with the data.

The reports will also include a case narrative summarizing any problems encountered in the analyses, corrective actions taken, changes to the referenced method, and an explanation of data qualifiers.

Laboratory data will subsequently be entered into a Microsoft Access® database for all subsequent data management and archiving tasks. Ten percent of the sample values entered in the database will be randomly selected for rechecking and crosschecking with laboratory reports. If errors are detected, they will be corrected, and then an additional ten percent will be selected for validation. This process will be repeated until no errors are found in the data.

3. Auditing - Water quality and hydrologic data will be subject to routine audits for quality assurance purposes. Audits for hydrologic data will occur each time the data are uploaded from the automated equipment at an individual monitoring station. The data will be examined for gaps, anomalies, or inconsistencies between the discharge, water level, and/or precipitation data from the various monitoring stations. If quality assurance issues are identified on the basis of these audits, a site visit will be performed immediately to troubleshoot the problem and to implement corrective actions if needed. Any quality assurance issues that are detected through these audits will be documented in the electronic data record and in separate tracking forms.

   Audits performed on the water quality data will occur within seven days of receiving the analytical results from the laboratory. This review will be performed to ensure that all data are consistent, correct, and complete, and that all required quality control information has been provided. Specific quality control elements identified in the QAPP for the project will also be examined to determine if the method quality objectives for the project have been met. Results from these audits will be documented in quality assurance worksheets that will be prepared for each batch of samples and summarized in a quality assurance memorandum that will accompany the semiannual and final reports.

Required Performance:

1. Document quality assurance issues in the flow and water quality data.
2. Worksheets will be included in the final report (Task 7).

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Task 7 – Reporting

A. The RECIPIENT will ensure:

1. A progress report is prepared after six months of monitoring to provide an interim summary of results from this project. This progress report will provide a brief tabular and/or graphical summary of the chemical and hydrologic data that were collected from the monitoring locations over the preceding six month period. The report will provide a short narrative description of any quality assurance issues associated with these data based on results from the audits described in Task 6.

2. At the conclusion of the monitoring, a final project report will also be prepared to document the performance characteristics of the bioretention swales relative to goals identified in the TAPE for basic treatment, enhanced treatment, phosphorus treatment, and oil treatment. This report will specifically include the following information:

   - Tabular and graphical data summaries comparing the treatment performance of the different bioretention swales.
   - A statistical evaluation of the treatment performance of each bioretention swale relative to the goals identified in the TAPE for categories described above.
   - Comparison of treated effluent from each bioretention swale to applicable water quality standards.
   - Major conclusions from the study.
   - Appendices with summary information for each sampled storm event (Individual Storm Reports), laboratory reports and associated quality assurance worksheets, and the quality assurance memorandum (see Task 7).

Required Performance:

1. Submit a progress report for the first six weeks of monitoring, for review by the DEPARTMENT.
2. Submit a draft of the final project report (PDF and MS Word), for review by the DEPARTMENT.
3. Submit four hard copies and an electronic copy (PDF) of the finalized project report within five weeks of receiving comments from the DEPARTMENT on the draft version.

PART VI. SPECIAL TERMS AND CONDITIONS

A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.

E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

F. The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY		CITY OF REDMOND	
Donald L Seeb 02/13/2014		John Marchione 2/3/2014	
DON SEEBERGER WATER QUALITY PROGRAM ACTING MANAGER	DATE	John Marchione Mayor	DATE

Approved As To Form:
Office of the Attorney General

ATTACHMENT I: General Project Management Requirements
For 2013-15 Municipal Stormwater Capacity Grants Program
Funding Agreement

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:
http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm and
http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf.

B. EDUCATION AND OUTREACH

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website
http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

C. Equipment Purchase

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

D. Funding Recognition

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

E. Increased Oversight

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

F. Indirect Rate

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

[Remainder of this page left intentionally blank]

G. Minority and Women's Business Participation

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

a) Include qualified minority and women's businesses on solicitation lists.
b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
b) The total dollar amount paid to qualified firms under this invoice.

H. Payment Request Submittals

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at http://www.ecy.wa.gov/biblio/9118.html.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

I. POST PROJECT ASSESSMENT

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

J. PROCUREMENT

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

[Remainder of this page left intentionally blank]

K. Progress Reports

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

L. Required Document Submittals

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT's Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Project/Financial Manager.

M. Special Condition For Snohomish County And King County

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

N. Water Quality Monitoring

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT's project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website, available at:

http://www.ecy.wa.gov/programs/eap/labs/search.html

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

http://www.ecy.wa.gov/eim

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT II: General Terms And Conditions Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE
All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE
The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY
The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)
Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS
No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

   Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS
The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends $500,000 or more in a year in Federal funds. The $500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

   The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

   A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

   Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

   When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed

upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

    a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

    b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS
In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see http://www.ecy.wa.gov/sustainability/.

O. RECOVERY OF PAYMENTS TO RECIPIENT
The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL
The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES
Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST
No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. SUSPENSION

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

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