

White Salmon City Council Meeting

A G E N D A

May 06, 2020 – 6:00 PM

Zoom Teleconference Meeting

Meeting ID: 854 5231 7964 Password: 463235

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

We ask that the audience call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption.

Thank you.



Call to Order

Roll Call

Public Comments

Public comment will not be taken during the teleconference. Public comment submitted by email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, May 6 will be read during the city council meeting and forwarded to all city council members.

Changes to the Agenda

Presentations

1. Klickitat County Emergency Operations Command, Jeff King
Update about current EOC staffing levels, plans for ongoing activation of EOC
2. Klickitat County Health Department, Dave Kavanaugh
Update on testing capacity, widespread testing and contract tracing, notification of positive cases and presumed community spread

Business Items

3. City of Bingen Wastewater Treatment Plant and Main Line Improvements Project
 - a. Presentation and Discussion
4. Anderson Perry & Associates - Task Order, Update of City's Water System Plan
 - a. Presentation and Discussion
 - b. Action
5. Personal Services Contract, Pioneer Surveying and Engineering, Design of Roundabout
 - a. Presentation and Discussion
 - b. Action
6. WA Department of Ecology Grant Agreement - White Salmon River Source Reliability Study
 - a. Presentation and Discussion
 - b. Action
7. Task Order - Aspect Consulting - White Salmon River Source Reliability Study
 - a. Presentation and Discussion
 - b. Action
8. COVID-19 Planning
 - a. Discussion (Documents will be provided under "Supporting Documents" prior to the meeting)

Consent Agenda

9. Anderson Perry & Associates, Task Order, ERU Calculation for Everybody's Brewing
10. Crestline, Jewett Water Line Replacement Project - Change Order
11. Task Order - Bell Design, Mobile Home Setback Requirement Drawings
12. Approval of Meeting Minutes - April 15, 2020 (Minutes will be provided by Monday, May 4)
13. Approval of Vouchers

Department Head and City Council Reports

Executive Session (if needed)

Adjournment



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 6, 2020
Agenda Item: Task Order, Anderson Perry & Associates, Update of City's Water System Plan
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Approval of task order for Anderson Perry & Associates (under Master Engineering Contract for Water and Wastewater) for updating the city's water system plan not to exceed the amount of \$90,000.

Motion

Move to approve Anderson Perry & Associates task order (under Master Engineering Contract for Water and Wastewater) for updating the city's water system plan for an amount not to exceed \$90,000.

Explanation of Issue

The City of White Salmon is required to update its Water System Plan every six years. The update of the city's Water System Plan is required in 2020. The city has hired Anderson Perry to provide water related engineering services. Anderson Perry has developed the attached scope of work and cost estimate for updating the plan. The estimated cost is \$90,000. Currently the city has budgeted \$70,000 for this project. It was noted in the discussion about the budget amendment that it was possible that amount would need to be increased. A future budget amendment will increase the amount to \$90,000. There are funds available to cover the costs.

Staff Recommendation

Staff recommends approval of the task order for Anderson Perry & Associates to update the city's water system plan not to exceed the amount of \$90,000.

EXHIBIT A

CITY OF WHITE SALMON, WASHINGTON WATER SYSTEM PLAN ENGINEERING SERVICES

SCOPE OF WORK

BACKGROUND

The City of White Salmon's (OWNER) existing Water System Plan (WSP) is valid through June 2020. A revised WSP is being required by the Washington State Department of Health (DOH).

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT) AND OWNER

The CONSULTANT will prepare a WSP for the OWNER following DOH planning criteria (see attached checklist [Exhibit B]) and in conformance with DOH's 2020 Draft Water System Planning Guidebook. In addition to the WSP items listed in the DOH planning checklist, the CONSULTANT will include previously calculated capital facilities charges for the City's water system and an evaluation of existing water rates for providing needed revenue to operate the City's water system. The 2020 Draft Water System Planning Guidebook includes a number of new tasks that include the following:

- Watershed plan consistency
- Asset management and inventory
- Water treatment monitoring
- Surface water treatment operation and maintenance
- Capital Improvement Plan with noted deficiency
- 6-year summary of past income and expenses
- Water rate evaluation with regard to affordability and conservation

The OWNER will provide the information requested by the CONSULTANT to complete the new tasks and water system records as requested/available to complete the WSP.

Several tasks related to the WSP will need to be completed by the OWNER that includes the following:

- Take the lead in preparing the Source Water Protection, Operation and Maintenance Program, Distribution Facilities Design and Construction Standards, and Asset Management sections of the WSP. The CONSULTANT will provide guidance and review of these sections.
- Hold public hearing on proposed water use efficiency goals.
- Provide completed emergency response plan, completed construction standards for distribution related projects, and updated Water Facilities Inventory.
- Perform fire hydrant flow tests if needed for calibration of computer hydraulic model.
- Hold information meeting on proposed WSP (CONSULTANT will be in attendance).
- Advertise State Environmental Policy Act (SEPA) Checklist for the WSP (SEPA Checklist completed by the CONSULTANT).
- Adopt completed WSP once DOH has initially approved it.

The CONSULTANT will provide the OWNER two paper copies and one electronic PDF file of the final approved WSP.

EXHIBIT B

- New Planning Guidebook in progress
- New Water System Design Manual

**Department of Health, Office of Drinking Water
Eastern Regional Office
Pre-Plan Agreement**

- Jewett main line replacement project
- Feasibility study for slow sand filter on river
- ASR project
- SCADA replacement

Water system name:	<u>White Salmon</u>	Preplan date:	<u>April 1, 2020</u>
Public Water System ID No.:	<u>96350</u>	WSP submittal due date:	<u>January 1, 2021</u>
Planning Purpose:	<u>Large System WAC 246-290-100(2)(a)</u>	Target year of approval:	<u>2021</u>
Operating Permit Color:	<u>Green</u>	Existing WSP expiration date:	<u>June 6, 2020</u>
Initial/Update/Amend:	<u>Update</u>	End of "plan approval period":	<u>2031</u>
Number of Connections:	<u>1908 of 2831</u>		<small>(last year of all projections)</small>

WAC 246-290-100 requires purveyors of new water systems, systems in a water coordination act area, systems serving 1,000 or more service connections, systems with an unspecified number of approved connections and systems that are growing or experiencing capacity problems to gain approval for a Water System Plan (WSP). The purpose of this preplan is to determine the level of detail of the WSP and establish an approval schedule. This agreement is valid until the WSP submittal due date above. After that date, the agreement will need to be renegotiated. The operating permit color will change to yellow for planning purposes if the WSP is not approved by the existing WSP expiration date noted above.

The Water System Planning Guidebook (2020 draft) can be found [HERE](#).

Pre-Plan Attendees:	<u>Dave Jepsen, PE, Anderson Perry & Assoc.</u>	<u>Patrick Munyan, City Admin/PW Dir.</u>
<u>Jamie Gardipe, DOH Regional Planner</u>	<u>Marla Keethler, Mayor</u>	<u>Jan Brending, City Clerk/Treasurer</u>
<u>Andres Cervantes, PE, DOH Engineer</u>		<u>Russ Avery, City Operations Manager</u>

<i>Include in plan</i>	<i>Content Description</i>	<i>WSP Page #</i>
Y	Water System Plan Submittal Form – DOH Pub. 331-397-F	
Y	Signed and dated stamp from a Professional Engineer licensed in the State of Washington	
Chapter 1 – Description of Water System		
Y	Ownership and management, including Satellite Management Agency (SMA)	
Y	System history and background	
Y	Related plans: City & County comp plans. Note that City comp plan is currently in update process (est. 2021 approval).	
Y	Service area, maps, land uses: <ul style="list-style-type: none"> • Service area map including retail service area, service area/future service area/water rights place of use • Existing zoning map(s) for all jurisdictions within service area (city & county) • Future land use map(s) for all jurisdictions within service area (city & county) 	
Y	Service area and other applicable policies	Primary source of water for Bingen but not considered "in service area" because separate system – wholesale water. Include in service area/WRPOU if consolidation is possible.
Y	Duty to serve statement for the retail service area	
Y	Local Government Consistency Determination Forms: City and County planning depts., + Bingen, Skamania County	
N	Consistency with the watershed plan for Wind-White Salmon WRIA #29.	

Chapter 2 – Basic Planning Data		
Y	Existing population, service connections & equivalent residential units (ERUs)	
Y	Existing water production/usage: monthly/annual per source, annual by customer class, distribution system leakage (DSL)	
Y	Seasonal variations in use by customer class (1000+ connections) – show at least most recent year broken down by month	
Y	Water supply characteristics	
Y	Water supply reliability evaluation: Include depth-to-water measurements	
Y	Future population projections and land use	
Y	Interties: agreements, existing/proposed, emergency, metering 3 interties with Bingen, all currently only one way to Bingen	
Y	Plan approval period & 20-year projections for: Population, service connections, & ERUs	
Y	Future water demand <u>without</u> water use efficiency savings	
Y	Water rights self-assessment: Consult with Ecology prior to plan submittal Describe water rights and complete water rights self-assessment form for existing, plan approval period, and 20 years.	
Chapter 3 – System Analysis		
Y	Asset Management Inventory: description of major assets, asset management table/spreadsheet	City has mgmt. software package that includes AM. They have not started using it, but plan to utilize soon. Recommend using guidebook table or RCAC spreadsheet for this plan.
Y	Asset Condition Assessment and criticality (recommended)	
Y	Water quality analysis – ASR projections, treatment, LCR, DBP	
Y	System design standards – Required vs. desired level of service, standards used	
Y	Capacity analysis (Must include Worksheet 4-1, ERU Capacity Summary) – identify and discuss limiting factor	
Y	Hydraulic analysis	
Y	Summary of system deficiencies	
Chapter 4 – Water Use Efficiency (WUE)		
Y	Metering Program: sources, services, and non-emergency interties – 100% metered	
Y	Distribution System Leakage (DSL) – 3-yr= 31.7% - discuss anticipated drop with mainline replacement and change to meter reads Summarize DSL and compare to WUE annual reports; discuss DSL calculation methodology, leak detection plan	
Y	Water Loss Control Action Plan (WLCAP) If DSL exceeds 10 percent (3-year average), submit the WLCAP per <u>WAC 246-290-820(4)</u>	
Y	Water Use Efficiency WUE Program	
Y	1. Describe the current (WUE) program	
Y	2. Updated WUE goal(s). Document public adoption process (include public notice, signed minutes, signed resolution).	
Y	3. Describe measure(s) that will be implemented to achieve the goal(s). Include schedule & costs in the budget – 1,000 to 2,499 connections: 5 additional methods.	
Y	4. Describe process used to evaluate the WUE measure(s) you did not implement	
Y	5. Describe or provide example of yearly consumer education (cannot count as a measure)	
Y	6. Estimate projected water savings from selected WUE measure(s)	
Y	7. Describe process that will be used to determine effectiveness of the WUE program	
Y	8. Plan approval period and 20-year water demand projection <u>with</u> WUE savings	
Y	Additional WUE for systems with 1000+ Connections <ul style="list-style-type: none"> Estimate water saved from implemented WUE measure(s) over the previous plan approval period Water demand forecast (if all cost-effective WUE measure(s) are implemented) 	

	<ul style="list-style-type: none"> • For WUE measure(s) evaluated, but not implemented: <ul style="list-style-type: none"> ○ Quantitative evaluation of WUE measure(s) cost-effectiveness, including marginal costs of water production ○ Evaluate WUE measure(s) for cost-effectiveness if shared with other systems ○ Quantitative/qualitative evaluation of measure(s) to determine cost-effectiveness from societal perspective • Explore reclaimed water opportunities 	
Chapter 5 – Source Water Protection		
Y	Sanitary Control Area (groundwater sources) description and documentation of covenants, restrictions, etc.	
Y	Wellhead protection program/update for all groundwater sources	
Y	Watershed control program for all surface water/GWI sources – GWI for Jewett Springs. Address any fire/flooding concerns.	
Chapter 6 – Operation and Maintenance Program		
Y	Water system management and personnel, including operator certification and CCS – identify backup operator	
Y	Operations and preventative maintenance schedule – groundwater and surface water O&M, distribution, etc.	
Y	Comprehensive water quality monitoring: Will ASR require additional monitoring from Ecology? <ul style="list-style-type: none"> • Provide LCR and DBP monitoring schedule(s), map(s), and letters. • Coliform monitoring plan, including addresses and map. Update for RTRC & groundwater rule. 	
Y	Emergency response program: Service reliability requirements & Water Shortage Response Plan per <u>WAC 246-290-420</u> . Consider Tier 1 Public Notification process, and multiple channels for notification.	
Y	Cross-connection control (CCC) program – Identify new CCS if Ross out for too long (out on medical leave). <ul style="list-style-type: none"> • Systems with 1000+ connections, provide a copy of your CCC annual summary report form 	
Y	Sanitary survey findings – survey 2020 TBD	
Y	Recordkeeping, reporting, and customer complaint program	
Y	Water treatment (surface, disinfection, contaminant) operations – potential ASR, slow sand filter on White Salmon River.	
Y	Summary of O&M deficiencies, include cost in budget	
Chapter 7 – Distribution Facilities Design and Construction Standards (optional)		
Y	Project review procedures/submittal process	
Y	Policies and requirements for outside parties	
Y	Design and construction standards for distribution-related projects. Provide specs on CD or USB if large.	
Y	Construction certification	
Chapter 8 – Capital Improvement Program (CIP)		
Y	CIP summary and schedule for the plan approval period (consider prioritization, project assessment and value planning)	
Y	20-year (minimum) CIP for projects beyond the plan approval period	
Chapter 9 – Financial Program		
Y	Financial viability (full cost of service, cost recovery, reserves)	
Y	Summary of past income and expenses, sufficient to establish trends (<u>previous plan approval period or minimum 3 years</u>)	
Y	Balanced operational and capital budget projections for plan approval period	
Y	Show operational, capital, and emergency reserve goals. Describe the revenue requirements to achieve them. Demonstrate annual progress toward goals.	
Y	Debt financed capital improvements	

Y	Water rate evaluation: <ul style="list-style-type: none"> Describe current rate structure: <u>Base rate + inclining block rate</u> – will go up with water right debt and mainline replace. Evaluate the feasibility of implementing a rate structure that encourages water demand efficiency Evaluate rate affordability. Provide rate that would be unaffordable, income below which current and future rates are unaffordable, and programs available for low income customers. 	
N	Water system regulated by the Utilities and Transportation Commission (UTC)?	
Chapter 10 – Miscellaneous Documents		
Y	Updated Water Facilities Inventory with authorized signature	
Y	Informational meeting for the consumers (include public notice and signed minutes)	
Y	Adjacent utilities notice, review, and comment of draft WSP. Attach notice and comments received.	
Y	SEPA: <u>Signed</u> Environmental Checklist and Threshold Determination. The water system is lead agency.	
Y	Agreements: SMA, intertie, service area, franchise, wheeling, mutual aid, inter-local and other agreements	
Y	Correspondence	
Y	Supporting documents	
Miscellaneous Documents – Post review		
	Plan approval by water system governing body. Include signed meeting minutes or signed resolution. NOTE: DO NOT approve the plan until after the draft review is completed and you have received authorization to proceed with approval from the Regional Planner.	

GENERAL INFORMATION AND REQUIREMENTS:

- **Copies – Provide two (2) copies of the WSP. DOH sends one copy for the Dept. of Ecology (CD or USB preferred). DOH copy must be paper.**
- **Paper copy format – 3-ring binder.** Split into two binders if pages exceed 4” binder width. Consider electronic appendix for large plans (construction specs, detailed calculations, meter reads, etc.)
- **Mapping – All maps must be a minimum of 11”x17”**
- **Provide this document with first draft.** Use the right side column of the checklist to provide page numbers for required content.
- **Fee – The total review fee for the first and second drafts for 1,000 to 9,999 connections is \$3,705. Additional drafts are an additional \$926.25.**
- **REVIEW TIMELINE – Plans are reviewed in the order received.** DOH will respond within ninety (90) days of receiving draft plans (i.e. 90 days after the first draft, and again, 90 days after the second draft). Dept. of Ecology has 60 days to review, and that is concurrent with the DOH 90-day period.

- [WAC 246-290-100 – Water System Plans](#)
- [DOH Pub. 331-432 – Service Area Guidance](#)
- [DOH Pub. 331-438 – Service Area Policies](#)
- [DOH Pub. 331-366 – Duty to Provide Service](#)
- [DOH Pub. 331-568 – Local Government Consistency Determination Form](#)
- [DOH Pub. 331-370 – Water Right Self-Assessment](#)
- [WAC 246-290-221 – Water Demand Design Criteria](#)
- [DOH Pub. 331-123 – Water System Design Manual](#)
- [DOH Pub. 331-375 – Water Use Efficiency Guidebook](#)
- [DOH Pub. 331-036 – Coliform Monitoring Plan](#)
- [DOH Pub. 331-211 – Emergency Response Planning Guide](#)
- [DOH Pub. 331-234 – Cross Connection Control Planning Guide](#)
- [DOH Pub. 331-355 – Cross Connection Guidance](#)
- [RCAC Asset Management Interactive Spreadsheet](#)

EXHIBIT C

CITY OF WHITE SALMON, WASHINGTON
WATER SYSTEM PLAN
ENGINEERING SERVICES

<u>Classification</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer VI-VIII	17	\$ 190.00	\$ 3,230
Senior Engineer IV-V	241	\$ 180.00	\$ 43,380
Project Engineer III-V	198	\$ 145.00	\$ 28,710
Senior Technician II-V	117	\$ 110.00	\$ 12,870
		Subtotal	\$ 88,190
DIRECT COSTS AND REIMBURSABLES:			
		Mileage, Equipment, Lodging, Per Diem, Etc.	\$ 1,810
TOTAL PROJECT BUDGET:			\$ 90,000

Item Attachment Documents:

5. Personal Services Contract, Pioneer Surveying and Engineering, Design of Roundabout
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 6, 2020
Agenda Item: Personal Services Contract – Pioneer Surveying and Engineering, Inc.,
Design of Roundabout at Jewett and Garfield
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Authorization for Mayor to sign a contract with Pioneer Surveying and Engineering, Inc. for the design of a roundabout at Jewett and Garfield in an amount not to exceed \$26,158.00

Motion

Move to authorize Mayor to sign contract, retroactive to January 1, 2020, with Pioneer Surveying and Engineering, Inc. for the design of a roundabout at Jewett and Garfield in an amount not to exceed \$26,158.00.

Explanation of Issue

The City of White Salmon has been working with Washington Department of Transportation (WSDOT) to establish a roundabout at the intersection of Highway 141 (Jewett Blvd) and Garfield. The city advertised for Statements of Qualifications earlier this year which were evaluated by staff. Staff finds Pioneer Surveying and Engineering to be a qualified engineer for designing the proposed roundabout. The current scheduled for WSDOT to pave Highway 141 from Bingen to just west of Garfield is 2022. However, the project needs to be designed this year so the drawings can be included in the WSDOT bid. Construction engineering will be handled by WSDOT when they do the Highway 141 construction.

Staff Recommendation

Staff recommends approval of the contract with Pioneer Surveying and Engineering for design of a roundabout at Highway 141 (Jewett) and Garfield in an amount not to exceed \$26,158.00

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Klickitiat County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

Project No: _____

Exhibit B

PROPOSAL AND CONTRACT

PROJECT NAME: 2020 Jewett Roundabout

DATE: April 30, 2020

SUBMITTED TO: CITY OF WHITE SALMON

FIRM NAME & 100 N. MAIN STREET

ADDRESS: WHITE SALMON, WA 98672

PHONE: (509) 493-1133

FAX:

EMAIL: patm@ci.white-salmon.wa.us

CELL: 509-774-8779

JOB DESCRIPTION: Design and Construction Inspection

JOB LOCATION: White Salmon, WA

CONTACT PERSON: DUSTIN CONROY, PE/PLS

PIONEER SURVEYING AND ENGINEERING, INC. agrees to furnish the following services for the shown compensation amounts:

A. Jewett Blvd Roundabout

Design Phase Engineering

1. Topographic Surveys and Right of Way Research
2. Locate utilities and meet with companies
3. Prepare plan and profile drawings
4. Complete project design
5. Prepare detail drawings
6. Develop cost estimates
7. Prepare specifications
8. Prepare final contract documents for bid

Estimated Cost \$26,158.00

TOTAL AMOUNT FOR BOTH PROJECT. \$26,158.00



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

THIS PROPOSAL AND CONTRACT IS GOVERNED BY THE TERMS AND CONDITIONS ON THE ATTACHED EXHIBIT "A". PLEASE READ.

NOTE: This Proposal may be withdrawn by PIONEER SURVEYING AND ENGINEERING, INC. if not accepted within 30 days.

Authorized
Signature

Dustin Conway

Title

President

Date

5-1-2020

Acceptance of Proposal: I have read the above prices, specifications and all the terms and conditions printed on the attached EXHIBIT "A" and they are satisfactory and are hereby accepted. PIONEER SURVEYING AND ENGINEERING, INC. is authorized to commence work as specified and agreed to herein. Please sign both copies of the Contract and send one copy back to PIONEER SURVEYING AND ENGINEERING, INC.

Authorized
Signature

Title

Date

Item Attachment Documents:

6. WA Department of Ecology Grant Agreement - White Salmon River Source Reliability Study
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 6, 2020
Agenda Item: Grant Agreement – Washington Department of Ecology, White Salmon River Source Reliability Study
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Authorization for Mayor to sign grant agreement with Washington Department of Ecology for a grant in the amount of \$200,000 for the White Salmon River Source Reliability Study.

Motion

Move to authorize Mayor to sign agreement with Washington Department of Ecology for a grant in the amount of \$200,000 for the White Salmon River Source Reliability Study.

Explanation of Issue

The City of White Salmon has been working with Washington Department of Ecology and the Yakama Nation to develop a White Salmon River Source Reliability Study. This study would explore the reliability and feasibility to establish a new surface water diversion on the White Salmon River using a slow sand filter process like that used at Buck Creek. Washington Department of Ecology has provided a grant for \$200,000 towards the \$245,000 total cost of the project. The agreement, scope of work and budget (for the \$200,000) is attached.

The Yakama Nation will be providing a grant of \$20,000 (grant agreement to be presented at the May 20 city council meeting) with the city providing \$25,000.

Staff Recommendation

Staff recommends authorizing the Mayor to sign grant agreement with Washington Department of Ecology for a grant in the amount of \$200,000 (with matching funds from the Yakama Nation in the amount of \$20,000 and the City of White Salmon in the amount of \$25,000) for the White Salmon River Source Reliability Study.



Agreement No. WROCR-1921-WhiSal-00014

WATER RESOURCES COLUMBIA RIVER BASIN WATER MANAGEMENT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WHITE SALMON

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of White Salmon, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	White Salmon River Source Reliability Study
Total Cost:	\$200,000.00
Total Eligible Cost:	\$200,000.00
Ecology Share:	\$200,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	03/01/2020
The Expiration Date of this Agreement is no later than:	12/31/2022
Project Type:	OCR Grant

Project Short Description:

Alternative water supply sources are needed to meet the City’s drought reliability criteria, while providing concurrent instream flow benefits in tributaries to the White Salmon River. This study would evaluate feasibility of a new surface water diversion on the White Salmon River.

Project Long Description:

The City’s consultant recently completed an appraisal level study to investigate whether the White Salmon River could serve as a suitable alternative municipal source for the City of White Salmon. Alternative sources are needed to meet the City’s drought reliability criteria, while also providing the potential for concurrent instream flow benefits in tributaries to the White Salmon River. Potential synergy with a new White Salmon Irrigation District alternate source project was also investigated as part of the study. The study, completed in 2017, was funded by Ecology’s Office of Columbia River (Agreement Work Order No. WROCR-VER1-WhiSal-00006).

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

The City has consistently relied on surface water diversions from Buck Creek and Jewett Springs to provide drinking water for its customers. In response to seasonal demand and reliability issues, the City made improvements to their system in 1999 to augment surface water supplies from Buck Creek with two new groundwater sources (Wells 1 and 2). This allowed the City to relegate Jewett Springs to a backup supply.

Declining aquifer levels associated with Wells 1 and 2 have necessitated greater reliance on Buck Creek (seasonally). During the 2015 drought, this prompted the City to move forward with plans to restore Jewett Springs as a permanent water source. However, concerns expressed by State and Tribal fisheries managers about the value of both Jewett Springs and Buck Creek to fish prompted consideration of additional water sources and strategies.

An opportunity exists to create or explore a new surface water diversion on the White Salmon River with shared benefits for both instream aquatic resources and the City, but would require significant upgrades or new facilities to the City system, including a new screened intake, pumping infrastructure, a new surface water treatment facility, disinfection, transmission main improvements, and operational changes.

Such a project could result in approximately 3.2 cubic feet per second (cfs) of instream flow benefit for aquatic resources. Approximately 2.2 cfs of late summer and fall water rights on Buck Creek would be exchanged for an equivalent amount of water rights on the White Salmon River; 1 cfs of Jewett Springs rights would be similarly exchanged.

The WSID is also exploring two water conservation projects related to reducing diversion quantities on Buck Creek. The first project seeks to improve diversion with improvements to screening and conveyance. This project would reduce diversion quantities by 2.39 cfs to 4.11 cfs and is currently funded by Ecology Water Right Agreement. The second project involves relocating the existing diversion to the White Salmon River by installing a new surface water intake and pump station. This alternative would reduce diversion from Buck Creek by the full quantity of 6.5 cfs.

A shared WSID and City alternative (Alternative 5A) considered as part of the appraisal study received majority endorsement by the stakeholder Advisory Group. This alternative would consist of the following project elements: (a) a new shared surface water diversion on the White Salmon River in the vicinity of the WSID pipeline bridge; (b) a new City surface water treatment facility and pipeline conveyance; and (c) a new piped system for WSID and pump station as the primary supply. A major consideration of this alternative is the absence of an identified site for the needed surface water treatment infrastructure for the City, which would be determined during this feasibility study.

Overall Goal:

Identify an alternative water source to meet the City's drought reliability criteria, while also providing the potential for concurrent instream flow benefits in tributaries to the White Salmon River.

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

RECIPIENT INFORMATION

Organization Name: City of White Salmon

Federal Tax ID: 91-6001528
DUNS Number: 023422124

Mailing Address: PO Box 2139
White Salmon, Washington 98672

Physical Address: 100 N. Main
White Salmon, Washington 98672

Organization Email: janb@ci.white-salmon.wa.us
Organization Fax: (509) 493-1231

Contacts

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

<p>Project Manager</p>	<p>Jan Brending Clerk Treasurer</p> <p>100 N. Main White Salmon, Washington 98672 Email: janb@ci.white-salmon.wa.us Phone: (509) 493-1133</p>
<p>Billing Contact</p>	<p>Jan Brending Clerk Treasurer</p> <p>100 N. Main White Salmon, Washington 98672 Email: janb@ci.white-salmon.wa.us Phone: (509) 493-1133</p>
<p>Authorized Signatory</p>	<p>Jan M Brending Clerk Treasurer</p> <p>100 N. Main White Salmon, Washington 98672 Email: janb@ci.white-salmon.wa.us Phone: (509) 493-1133</p>

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Office of the Columbia River
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Office of the Columbia River
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Melissa Downes</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: mnih461@ecy.wa.gov Phone: (509) 454-4259</p>
<p>Financial Manager</p>	<p>Joy Polston-Barnes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: jopo461@ecy.wa.gov Phone: (360) 407-6513</p>

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

Marla Keethler

Mayor

Date

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); 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.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Jan Brending

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	12/31/2022

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$7,200.00

Task Title: Project Kickoff, Team and Stakeholder Meeting

Task Description:

Prepare for and attend a project kick-off meeting with Advisory Group members; Representatives from the consultant team will attend the kick-off meeting in person. The consultant will provide a meeting agenda and informational materials and take notes during the meeting. A field tour by consultant team will occur same day.

Task Goal Statement:

Provide effective team and stakeholder coordination and overall leadership during the project.

Task Expected Outcome:

The Advisory Group has not met in over a year. This effort will ensure the project team and Advisory Group knows what to expect during the current project timeline, and how phasing will provide opportunities for feedback.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Project Kickoff, Team and Stakeholder Meeting

Deliverables

Number	Description	Due Date
2.1	Kick-off meeting materials, sign-in sheet, and meeting minutes	05/15/2020

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$12,600.00

Task Title: Gather and Review Project Data, Assess Suitability

Task Description:

Gather and review existing City, resource agency, and other relevant data; Identify any data gaps and immediate data needs; Conduct limited field reconnaissance of the proposed project area and location of proposed improvements; Incorporate data into GIS as needed; Complete an assessment of the integrity of available water quality data for the White Salmon River for use on this project. The Yakima Nation will provide an additional \$10,000 in funding for this task.

Task Goal Statement:

Prepare for and attend a data integrity meeting with the City and representatives from the Washington State Department of Health (DOH) to review findings from the data assessment and verify if the data is sufficient to complete an analysis of treatment system alternatives under Task 3.

Task Expected Outcome:

Complete an analysis of treatment system alternatives.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Gather and Review Project Data, Assess Suitability

Deliverables

Number	Description	Due Date
3.1	Field work and safety plan (pdf format).	11/30/2020
3.2	Completed field notes, photos, inventory forms, etc.	11/30/2020
3.3	Project basemap and updated GIS data file.	11/30/2020
3.4	Draft and final water quality assessment memorandum (pdf format).	11/30/2020
3.5	Meeting materials and meeting minutes.	11/30/2020
3.6	Email summary to Advisory Group on conclusion of this phase of the project and next steps.	11/30/2020
3.7	Recommendation to funders on whether to move to Task 4 based on findings in Task 2 and Task 3.	11/30/2020

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 4 **Task Cost: \$14,000.00**

Task Title: Analysis of Treatment Requirements and Alternative

Task Description:

Evaluate source water conditions and finished water quality requirements to compare appropriate and applicable water treatment alternatives for the proposed new surface water source; Prepare a draft treatment alternatives memorandum with recommendation regarding a preferred treatment alternative and submit to the City and resource agency staff for review and comment; Review comments on the draft treatment alternatives memorandum and prepare preliminary responses; Schedule and hold a conference call with the City and resource agency staff to review comments and draft responses and obtain direction necessary to prepare the final memorandum. The Yakima Nation is providing an additional \$10,000 in funding for this task.

Task Goal Statement:

Revise and finalize the treatment alternatives memorandum and submit to DOH for approval.

Task Expected Outcome:

Determine whether the City’s preference for slow sand filtration for the new source can be met with the raw water quality data available, or if needed, through additional monitoring to characterize raw water conditions as described under Task 3.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Analysis of Treatment Requirements and Alternative

Deliverables

Number	Description	Due Date
4.1	Draft and final treatment alternatives memorandum (pdf format).	01/31/2021
4.2	Recommendation to funders on whether to move to Taks 5 based on findings in Task 4.	01/31/2021

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$78,500.00

Task Title: Surface Water Treatment Pre-Design/Pilot Study

Task Description:

A pilot-scale study of an assumed slow sand filtration treatment technology will be completed including data collection to demonstrate that treated water will meet water quality standards, determine final design parameters, and estimate construction and operation costs. The pilot study will be of sufficient duration (approximately 12 months) to demonstrate the effectiveness, stability, and reliability of the proposed treatment system over a range of water quality conditions, including the period(s) of most challenging conditions. The City of White Salmon is providing additional funding for this task totaling \$25,000.

Task Goal Statement:

Execute an approved pilot study for the proposed water treatment technology following the approved pilot study plan.

Task Expected Outcome:

Develop a pilot study plan which outlines study goals and objectives, data collection, monitoring programs, operational requirements, equipment needs, layout, calculations, and study costs. The monitoring program will follow DOH guidance and will describe the study duration, water quality parameters, monitoring frequency for each parameter, equipment needs, and personnel and/or outside laboratories responsible for monitoring and analysis. The pilot study plan will incorporate necessary content to meet Ecology's Quality Assurance Project Plan (QAPP) requirements.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Surface Water Treatment Pre-Design/Pilot Study

Deliverables

Number	Description	Due Date
5.1	QAPP, Draft pilot study plan (pdf format)	03/31/2022
5.2	Final pilot study report (pdf format).	04/30/2022
5.3	Recommendation to funders on whether to move to Task 6-9 based on findings in Task 5.	04/30/2022

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 6 **Task Cost:** \$24,500.00

Task Title: Preliminary Facility Siting and Alternatives

Task Description:

Assess combined City and WSID pump station coordination; complete a parcel suitability assessment for potential siting of a proposed treatment facility and conveyance pipeline; Prepare maps and schematics showing potential parcels, property ownership, proposed facility locations, and proposed conveyance alignments consistent with Alternative 5a; Support City staff efforts in conducting landowner outreach; Prepare for and attend a conference with City staff to review landowner feedback and determine if additional work is needed; Prepare a draft conceptual facility siting and conveyance alignment alternatives memorandum with recommendation regarding a preferred alternative for implementation of Alternative 5a and submit to the City and resource agency staff for review and comment; Revise and finalize the conceptual facility siting and conveyance alignment alternatives memorandum.

Task Goal Statement:

Determine likely treatment plant size, existing land use, setback requirements, access/easement needs, potential impacts (noise, critical areas, etc.), and other requirements.

Task Expected Outcome:

Prepare conceptual facility siting and conveyance alignment.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Preliminary Facility Siting and Alternatives

Deliverables

Number	Description	Due Date
6.1	Key landowner outreach materials (pdf format).	04/30/2022
6.2	Final conceptual facility siting and conveyance alignment alternatives memorandum (pdf format).	07/31/2022

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 7 **Task Cost: \$6,500.00**

Task Title: Pre-Permitting and Agency Coordination

Task Description:

Arrange and attend early permit coordination meetings with the City and select resource agencies to establish permitting requirements and lead agencies.

Task Goal Statement:

Identify the permits required for the future construction of the pump station and treatment facilities of the proposed project.

Task Expected Outcome:

Develop a succinct permitting plan and schedule in coordination with the City, WSID, and resource agencies.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Pre-Permitting and Agency Coordination

Deliverables

Number	Description	Due Date
7.1	Itemized listing of required permits by permitting agency, detailed permitting plan and schedule (pdf format).	03/31/2022

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 8 **Task Cost: \$20,000.00**

Task Title: Preliminary Design

Task Description:

Refine design criteria and develop preliminary (30%) design for a proposed surface water intake with screen, wet well, and pump station that identifies sizing, material, and appurtenances; Refine design criteria and develop preliminary (30%) design for a proposed water transmission main from the White Salmon River intake structure to the proposed treatment facility and ultimately to the City’s municipal distribution system that identifies preliminary pipe diameter, material, alignment, and appurtenances; Refine design criteria and develop preliminary (30%) design for a water treatment facility including pre-treatment (e.g., coagulation, settling, roughing filter), primary treatment (e.g., slow sand filtration), and disinfection (e.g., chlorination / sodium hypochlorite) with contact tank. The level of detail would include facility dimensions, basic mechanical feature identification, structural components (excluding structural engineering), identification of electrical power supply, controls, and telemetry; Estimate quantities and develop preliminary (30%) construction cost estimates for system components.

Task Goal Statement:

Achieve 30% project design. Based on regulatory feedback, budget may allow a minimum design of at least 10%.

Task Expected Outcome:

Develop Preliminary (30%) engineering drawings and cost estimate.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Preliminary Design

Deliverables

Number	Description	Due Date
8.1	Preliminary (10-30%) engineering drawings (11 x 17, pdf format).	11/30/2022
8.2	Preliminary (10-30%) cost estimate (pdf format).	11/30/2022

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 9 **Task Cost:** \$19,700.00

Task Title: Preliminary Engineering Report

Task Description:

Prepare a draft preliminary engineering report to summarize agency regulations; design criteria; approach and methodology; raw water characteristics; treatment alternatives considered and preferred alternative selected; results from the pilot study; preliminary engineering design assumptions, calculations, construction costs, and operational considerations; project permitting; etc.

Task Goal Statement:

Prepare scope and budget for next phase of work and summarize remaining data gaps.

Task Expected Outcome:

The preliminary design report will be submitted to the City and resource agency staff for review, comment, and approval.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Preliminary Engineering Report

Deliverables

Number	Description	Due Date
9.1	Draft and final preliminary engineering report (pdf format).	11/30/2022

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

SCOPE OF WORK

Task Number: 10 **Task Cost: \$17,000.00**

Task Title: Project Coordination

Task Description:

The CONSULTANT, with support from the City of White Salmon, will perform the tasks of this project. These responsibilities will include, but not be limited to, management, monitoring, and coordination of the scope of services between the CONSULTANT and the City of White Salmon.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

A project that is properly managed with deliverables coming in on time and meeting estimated costs.

Recipient Task Coordinator: Dan Haller, Aspect Consulting

Project Coordination

Deliverables

Number	Description	Due Date
10.1	Monthly Invoices	
10.2	Monthly Status Reports	

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

BUDGET

Funding Distribution EG200570

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: White Salmon River Source Reliability Study Funding Type: Grant
Funding Effective Date: 03/01/2020 Funding Expiration Date: 12/31/2022

Funding Source:

Title: Columbia River Water Supply Development Account

Type: State

Funding Source %: 100%

Description: Grants for the purpose of the assessment, planning and development of project that acquire and/or implement senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

White Salmon River Source Reliability Study	Task Total
Project Administration/Management	\$ 0.00
Project Kickoff, Team and Stakeholder Meeting	\$ 7,200.00
Gather and Review Project Data, Assess Suitability	\$ 12,600.00
Analysis of Treatment Requirements and Alternative	\$ 14,000.00
Surface Water Treatment Pre-Design/Pilot Study	\$ 78,500.00
Preliminary Facility Siting and Alternatives	\$ 24,500.00
Pre-Permitting and Agency Coordination	\$ 6,500.00
Preliminary Design	\$ 20,000.00
Preliminary Engineering Report	\$ 19,700.00
Project Coordination	\$ 17,000.00

Total: \$ 200,000.00

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
White Salmon River Source Reliability Study	0.00 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
Total		\$ 0.00	\$ 200,000.00	\$ 200,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: WROCR-1921-WhiSal-00014
 Project Title: White Salmon River Source Reliability Study
 Recipient Name: City of White Salmon

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will 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.

To the extent that the Constitution and laws of the State of Washington permit, each party will 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.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

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

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY 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.

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

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

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

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

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. 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 intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY 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.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY 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 (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY 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 ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY'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 the completion or expiration date of this Agreement, ECOLOGY, 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. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: WROCR-1921-WhiSal-00014
Project Title: White Salmon River Source Reliability Study
Recipient Name: City of White Salmon

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or 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 ECOLOGY.

Item Attachment Documents:

7. Task Order - Aspect Consulting - White Salmon River Source Reliability Study
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: May 6, 2020
Agenda Item: Task Order – Aspect Consulting – White Salmon River Source Reliability Study
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Approval of task order (under master contract) with Aspect Consulting for conducting White Salmon River Source Reliability Study in an amount not to exceed \$245,000.00.

Motion

Move to approve task order (under master contract) with Aspect Consulting for conducting White Salmon River Source Reliability Study in an amount not to exceed \$245,000.00.

Explanation of Issue

The City of White Salmon has been working with Washington Department of Ecology and the Yakama Nation to develop a White Salmon River Source Reliability Study. This study would explore the reliability and feasibility to establish a new surface water diversion on the White Salmon River using a slow sand filter process like that used at Buck Creek. Washington Department of Ecology has provided a grant for \$200,000 towards the \$245,000 total cost of the project. The Yakama Nation will be providing a grant of \$20,000 (grant agreement to be presented at the May 20 city council meeting) with the city providing \$25,000.

The attached scope of work follows the scope of work included in the grant agreement with Washington Department of Ecology. The estimated cost includes the Department of Ecology's grant funds of \$200,000, Yakama Nation's grant funds of \$20,000 and City of White Salmon funds of \$25,000 for a total of \$245,000.00.

Staff Recommendation

Staff recommends approving task order (under master contract) with Aspect Consulting for conducting White Salmon River Source Reliability Study in an amount not to exceed \$245,000.00.

Item Attachment Documents:

9. Anderson Perry & Associates, Task Order, ERU Calculation for Everybody's Brewing

EXHIBIT A

CITY OF WHITE SALMON, WASHINGTON ERU CALCULATION FOR EVERYBODY'S BREWING ENGINEERING SERVICES

SCOPE OF WORK

BACKGROUND

Everybody's Brewing is a local firm that discharges industrial wastewater to the City of White Salmon's (OWNER) wastewater system that ultimately is treated at the wastewater treatment plant located in and operated by the City of Bingen. The OWNER desires to determine a monthly charge and connection/reimbursement fee for the discharge, treatment, and disposal of the industrial wastewater generated by Everybody's Brewing. The monthly charge and connection/reimbursement fee would be based on the equivalent number of residential units (ERUs) for the wastewater characteristics of the industrial wastewater generated by Everybody's Brewing identified in the draft service contract (Exhibit B).

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT) AND OWNER

The CONSULTANT will calculate the number of ERUs based on the wastewater characteristics identified in the draft service contract and typical wastewater characteristics for residential users defined in the Washington State Department of Ecology Criteria of Sewage Works Design (2019), Cities of Bingen and White Salmon General Sewer Plan/Wastewater Facilities Plan, December 2015, and available literature.

The CONSULTANT will compile a draft and final letter report on the results of the ERU calculation analysis. The CONSULTANT will provide the OWNER one paper copy and one electronic PDF file of the final letter.

*Approved April 29, 2020 not to exceed \$4995
(per Exhibit C).*

Patrick Munyan / jib

EXHIBIT B

CITY OF WHITE SALMON

SERVICE CONTRACT/INDUSTRIAL USERS/WASTEWATER TREATMENT PLANT

THIS AGREEMENT entered into on the ____ day of _____, 2019, between the CITY OF WHITE SALMON, WASHINGTON, a municipal corporation, pursuant to the laws of the state of Washington (hereinafter referred to as the "City"), and EVERYBODY'S BREWING, a limited partnership, (hereinafter referred to as "EB"), for treatment of industrial wastewater.

RECITALS

The parties now desire to enter into an agreement providing for the City to process industrial wastewater from EB as currently located in White Salmon, Washington, utilizing the Wastewater Treatment Plant operated by the City of Bingen (hereinafter WWTP). This Agreement is made pursuant to the authority of the White Salmon Municipal Code (hereinafter WSMC) Chapters **13.16.055 Sewer Rates Schedule** specifically Section **B Alternate Approach to Determination of Rates** relating to the authority of the City to **set parameters** for the treatment of industrial wastewaters. By entering into this agreement, both signatories warrant that each party has the authority and legal right to enter into this Agreement and that each party has satisfied its respective prerequisites to enter into this binding Agreement. The parties intend that this agreement be reviewed annually ~~pursuant to White Salmon Municipal Code Chapter _____~~ and ~~that this Agreement~~ shall terminate in five (5) years from the date of execution unless otherwise mutually agreed by the parties. The parties agree to a compliance review six (6) months after the date of signing in addition to the annual review schedule.

The City desires to have an industrial user contract which assures that:

- A. Discharges to the sewers will not contain constituents or properties not compatible with the biological processes at the treatment plant, interfere with ultraviolet disinfection, harm or overload sewer lines
- B. City, state and federal regulations to protect the infrastructure and process are followed
- C. Capacity limits are clearly understood and followed
- D. The parties understand the NPDES permit (administered by WA Dept. of Ecology under EPA guidelines) which the WWTP must meet, requires the City of Bingen to protect its operation and make plans, limitations, or future moratorium if the loading reaches 85% of permit rated capacity, 3 months in a row.

AGREEMENT

1. Acceptance of Wastewater

The City agrees to accept no more than 3100 gallons of industrial wastewater containing no more than 165 pounds BOD and no more than 40 pounds TSS per day (based on a monthly average), provided that in no event more than 125% of the same is discharged in any 24 hour period; and provided such wastewater complies with applicable local, state and federal ordinances, laws and regulations as well as the State Waste Discharge Permit which shall be issued to EB by the Washington State Department of Ecology. At all times pH limits shall be within the range of 6-10.

2. Consideration

The Consideration for this Agreement is the mutual promises herein, including Everybody's Brewing's promise to pay the monthly payments pursuant to Sections 3 and 4 herein, the City's agreement to accept wastewater from Everybody's and their payment of \$ _____ as a connection/reimbursement fee as compensation for the City reserving the capacity set forth in Section 1 above. The connection/reimbursement fee shall be paid in full upon execution of this Agreement.

3. Compliance

A. Monitoring Facilities.

EB shall install at its expense and before the point of connection to the City system, monitoring facilities approved by the City. The place of the monitoring facilities shall be known herein as the "Monitoring Station". The monitoring station shall be controlled by the City and accessible to EB employees or its designees only by permission of authorized City personnel. The expense of repair, maintenance and modifications of the Monitoring Station shall be the responsibility of EB. Upon termination of this Agreement, the said monitoring facilities paid for and maintained by Everybody's shall automatically become the property of Everybody's. Approval of the monitoring station by the City is a condition precedent to continued discharging waste into the municipal sewer system. The Monitoring Station, at a minimum, shall consist of the following, to be installed within six (6) months of the signing of this agreement:

1. A suitable flowmeter, such as a magmeter, with nontamperable totalizer and instantaneous reading, for measuring the total volume of wastewater discharged into the City system. An initial calibration is required to insure accuracy, and later as determined by the City. EB shall provide an accessible, safe and secure location

for installation of the flow meter and flow transmitter, supplying uninterrupted electrical power thereto. The totalizer reading shall be recorded daily by EB personnel, and accessible to City personnel.

2. An automatic flow-proportional refrigerated wastewater composite sampler to be installed in a manner to take fully representative samples of the discharge. It shall be equipped with lockable door/cover to sample container and programming head, full operating manual, 10 liter sample bottle, tubing installed to a nonplugging, nonfreezing location for representative sample collection. Everybody's shall provide an accessible, safe and secure location for the sampler, supplying uninterrupted electrical power thereto.
3. A 4,500 gallon Equalization tank (EQ) along with magnetic flowmeter and other items in the "basic equipment list" as listed in EB's DOE Application for State Waste Discharge Permit (SWDP) to Discharge Industrial Wastewater to a POTW"(publicly owned treatment works), Attachment C4b, pg 1 by John Mercer, Brewery Wastewater Design consultant.
 - i. EB is required to have all brewery wastewater flow into EQ tank, including existing west line from older bldg. that currently does not discharge to settling tank and instead discharges to manhole in alley.
 - ii. The flowmeter shall be on a dedicated circuit, nontamperable readout, not subject to power shutoff. Flow equalization shall be "Even Flow 24/7" because of the extremely high oxygen demand of brewery wastewater and will require an actuated valve on EQ tank, (as described in SWDP) set at no higher than 5 to 10 gpm, to be determined when system installed (uniform flow regardless of head).

B. Testing Methods.

All measurements, tests, and analyses of the characteristics of waters and wastes to which the parties reference herein and the City references in its applicable ordinances and resolutions shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, unless superseded by rule or regulation, and shall be determined at the monitoring station, or upon suitable samples taken at the monitoring station.

1. Tests.

Tests conducted shall be at the discretion of the City and conducted by the City of Bingen. During the first year of this agreement, the City intends to conduct, at a minimum, the following tests:

i. Weekly: BOD, TSS, pH, flowmeter readings

2. Testing Costs. EB shall pay \$250.00 per month to the City of Bingen for testing services. The \$250.00 monthly amount shall be reviewed in five years.

C. Process Changes.

EB shall immediately notify the City of Bingen Wastewater Treatment Plant (WWTP) at 509-493-3787 of any changes in its industrial process significant event, or anticipated growth which might or do involve a proportional change in substances contained in its industrial waste or additions to such substances or deletions from such substances.

1. No chemicals or cleaning agents shall be used which have an adverse or inhibitory effect on WWTP, including on UV disinfection (e.g., iron compounds or products that impart color that interferes with UV)

D. Spill Prevention.

There shall be an accidental spill prevention plan. If unusual events occur which affect wastewater, the WWTP will be notified immediately at 509-493-3787.

E. Sidestreaming.

Sidestreaming of finished product beer will be required, including keg washing and canning, as written about in SWDP application. No beer in returned kegs or other containers will be discharged into sewer. EB shall provide dedicated disposal containers and adequate instruction for use thereof, for any public or private event or occasion which causes beer to be discarded (example: tasting event). Such disposal containers shall be properly sidestreamed and not discharged into sewer.

F. Settling Tank.

The existing 1,000 settling tank is required to have its settled solids pumped out often enough that settled solids aren't pumped to EQ tank and discharged, or interfere with magmeter, or sampler tubing, or cause slug loads of solids to be discharged.

4. Charges.

For purposes of the monthly charges (which will be billed on a monthly calendar basis by City to EB, unless otherwise mutually agreed), the charge will be based on the formula "Cost Factor" found in WSMC 13.16.055(B) 4, based on flow, BOD (Biochemical Oxygen Demand), and TSS (Total Suspended Solids). Under section 4.a. The monthly WWTP cost will be the previous year's divided by 12. Under section 4.b. Cost factor which uses an f to c ratio (facility/brewery to city/wwtp) and proportions cost related to flow, BOD, TSS, the City may, in the future, substitute COD (chemical oxygen demand) for BOD after doing an in-depth correlation of the two, calculating equivalent BOD results.

5. City Authority to Regulate.

EB shall be subject to all standards, rules and regulations of City now in effect or hereafter amended or enacted. Subject to the provisions of this agreement, nothing in this Agreement shall supersede the City's legal authority to enforce City ordinances and regulations, including, but not limited to, lien and foreclosure for nonpayment. However, the City agrees to abide by the terms of this Agreement in good faith and so shall pass no ordinance with the specific intent of adversely affect Everybody's rights pursuant to this Agreement. The City further agrees that this Agreement may be immediately subject to review upon written notice from Everybody's in the event that the City passes any ordinance that Everybody's feels adversely effects them, and is inconsistent with the terms, conditions and understandings set forth in this Agreement.

The City of Bingen reserves the right to temporarily discontinue receiving wastewater from EB and/or revise the discharge limits, if, in the opinion of the Bingen Treatment Plant manager or designee, the wastewater discharged to the WWTP may cause significant upset to the plant or sewer lines. The discontinuance will continue until the problem is resolved.

6. Failure to Comply.

In the event that EB fails to comply with the terms and conditions of this Agreement or any applicable city, state or federal law, ordinance or regulation, or the conditions and limitation of the City of Bingen's NPDES Permit, the City may, without making an election of remedies:

- a. Discontinue wastewater treatment service; and/or
- b. Require pretreatment to an acceptable condition for discharge to the City sewer; and/or
- c. Require further control over the quantities and rates of discharge; and/or

- d. Require payment to cover any penalties and the added cost of handling and treating the wastes not covered by existing user charges.

These remedies are not cumulative and are not in derogation of any other remedy the City may have with respect to the breach of this Agreement or violation of law.

7. Duration of Agreement.

This agreement shall be five years in duration but shall be reviewed annually following a six (6) month initial review after signing, ~~pursuant to _____~~ for the parties to address issues of mutual concern and may be modified by mutual consent of the parties. The parties further agree that EB may terminate, without further obligation, this agreement at any time provided written notice of such termination is given to the City no less than six months before such termination. Such termination shall not entitle EB to reimbursement for the payment specified in paragraph 4; hereof or any portion, prorated or otherwise, of said payment, nor entitle the City to the payment of any additional consideration by EB.

8. Captions.

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

9. Invalidity of Particular Provisions.

If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

10. Entire Agreement.

This Agreement constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

11. Interpretation of Agreement.

This Agreement and all the terms shall be construed according to the laws of the state of Washington. The venue of any litigation between the parties relating to this Agreement shall be the Superior Court, of Klickitat County, Washington. The parties acknowledge that each party has

reviewed this Agreement and had sufficient opportunity to have this Agreement reviewed by counsel of choice. Furthermore, the parties agree that the normal rules of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

12. Notices.

All written notices required to be given pursuant to this Agreement shall be either personally delivered or sent by Federal Express or a similar overnight delivery service, or first-class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

To City:	City of White Salmon Attn. Mayor P.O. Box White Salmon, WA 98672	Copy to:	Kenneth B Woodrich City Attorney 1501 W 8 th St., Ste. 201 Vancouver, WA 98660
Copy to:	City of Bingen Attn. Mayor Barnes P.O. Box 607 Bingen, WA 98605	Copy to:	Christopher R Lanz City Attorney P.O. Box 1116 White Salmon, WA 98672
To EB:	Everybody's Brewing P.O. Box 2457 White Salmon, WA 98672		

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon delivery if personally delivered; upon receipt if sent by overnight delivery.

13. Effective Date.

This Agreement shall be effective upon mutual execution by the parties hereto.

14. Binding on Heirs and Successors.

The rights and obligations of the parties shall inure to the benefit of, and be upon, their respective successors and assigns, however, it is not intended to confer rights or benefits to any third party, except as expressly stated herein.

15. Assignment.

This Agreement is not assignable without the prior written consent of the City, which consent shall not be unreasonably withheld.

16. Attorney's Fees.

In the event suit or action, including arbitration, is instituted to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees as set by the court at trial, arbitration or any other proceeding, as well as on appeal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of White Salmon:

Everybody's Brewing:

Mayor of White Salmon

Title: _____

EXHIBIT C

**CITY OF WHITE SALMON, WASHINGTON
 ERU CALCULATION FOR EVERYBODY'S BREWING
 ENGINEERING SERVICES***

<u>Classification</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer VI-VIII	2	\$ 190.00	\$ 380
Senior Engineer IV-V	20	\$ 180.00	\$ 3,600
Project Engineer III-V	7	\$ 145.00	\$ 1,015
	TOTAL PROJECT BUDGET		\$ 4,995

****Proposed engineering services to be on a time and materials basis not to exceed \$4,995 without prior approval of the Owner.***

Item Attachment Documents:

10. Crestline, Jewett Water Line Replacement Project - Change Order

CHANGE ORDER

Change Order No.: 2

Date of Issuance: **4/30/2020**
 Owner: **City of White Salmon, Washington**
 Contractor: **Crestline Construction Company, LLC**
 Engineer: **Anderson Perry & Associates, Inc.**
 Project: **Jewett Water Main Improvements**

The Contract is modified as follows upon execution of this Change Order:

Description of Changes (see Attachment A) (Supplemental description, Plans and Specifications attached, as applicable)		DECREASE in Contract Price	INCREASE in Contract Price
2-1	Project Restart and Implementation of Phase I Construction Restart COVID-19 Job Site Requirements	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Subtotal		\$0.00	\$0.00
Total, Increase Less Decrease		\$0.00	
Sales Tax (7.5%)		\$0.00	
Net Change in Contract Price for this Change Order		\$0.00	

JUSTIFICATION: See Attachment A.

The amount of the Contract will be increased for this Change Order by the sum of:

\$0.00

Total Contract Price prior to this Change Order:

\$2,319,810.23

The Contract Price incorporating this Change Order:

\$2,319,810.23

Contract Times prior to this Change Order:

Date of Substantial Completion:

September 16, 2020

Date Ready for Final Payment:

October 16, 2020

The Contract period provided for Substantial Completion will be unchanged.

38 days

Revised Date of Substantial Completion:

October 24, 2020

Revised Date Ready for Final Payment:

November 23, 2020

RECOMMENDED:

By: _____
Anderson Perry & Associates, Inc.

Title: _____

Date: _____

ACCEPTED:

By: _____
Crestline Construction Company, LLC

Title: _____

Date: _____

ACCEPTED:

By: Patrick Mungro
City of White Salmon, Washington

Title: City Administrator

Date: 5-1-2020

Approved by Agency:

By: _____
USDA Rural Development

Title: _____

Date: _____

Change Order No. 2 - Attachment A

2.1 Project Restart and Implementation of Phase I Construction Restart COVID-19 Job Site Requirements

Description of Change: This change order for the restarting of the Work and implementation of Phase 1 Construction Restart COVID-19 Job Site Requirements (Exhibit A) by the Contractor and any subcontractors for all Work. The Work was suspended effective March 26, 2020. The proposed restart of the Work is May 4, 2020. Total suspension was 38 days.

The job site requirements shall be implemented as long as Washington State Gubernatorial Proclamation 20-25, or any extension thereof, is in effect, or if adopted by rules by a federal state or local agency. This plan shall be considered as part of the Contractor's safety precautions and programs as required in Article 7.12, Safety and Protection, of the General Conditions.

Justification: The suspension was in response to the COVID-19 pandemic and the State of Washington's Proclamation 20-25 (Exhibit B).

In response to the COVID-19 pandemic and conformance with Washington State's Implementation of Phase 1 Construction Restart – Proclamation 20-25, Phase I Construction Restart COVID-19 Job Site Requirements are required for all construction activities in Washington State.

Cost/Time: No change in contract price is proposed. The proposed increase in Contract Time is 38 days.

CHANGE TO THE CONTRACT PRICE:

Zero \$0.00

CHANGE TO THE CONTRACT TIME:

Thirty-eight Days (38) days

Phase 1 Construction Restart COVID-19 Job Site Requirements Jewett Water Main Improvements

Phase 1: Low-risk construction work resumes.

Any existing construction projects complying with the points below may resume only those work activities that do not require workers to be closer than six-feet together. If a work activity requires workers to be closer than six-feet, it is not considered low-risk and is not authorized. Adherence to the physical distancing requirement and the health and safety points below will be strictly enforced.

Prior to recommencing work all contractors are required to develop and post at each job site a comprehensive COVID-19 exposure control, mitigation, and recovery plan. The plan must include policies regarding the following control measures: PPE utilization; on-site social distancing; hygiene; sanitation; symptom monitoring; incident reporting; site decontamination procedures; COVID-19 safety training; exposure response procedures; and a post-exposure incident project wide recovery plan. A copy of the plan must be available on each job site during any construction activities and available for inspection by state and local authorities. Failure to meet posting requirements will result in sanctions, including the job being shut down.

All Contractors are required to post at each job site written notice to employees, subcontractors and government officials the Phase 1 work that will be performed at that job site and signed commitment to adhere to the requirements listed in this document.

All contractors have a general obligation to keep a safe and healthy worksite in accordance with state and federal law. Failure to follow these requirements will be considered a violation of these duties and be penalized accordingly. Under RCW 49.17.060, "each employer shall furnish to each of their employees a place of employment free from recognized hazards that are causing or likely to cause serious injury or death to his or her employees and shall comply with the rules, regulations, and orders promulgated under this chapter." The Washington State Department of Labor & Industries' Division of Occupational Safety and Health (DOSH) is responsible for workplace safety and health, including inspections and enforcement, consultation, technical assistance, training, education and grants.

All contractors are also required to comply with the following COVID-19 worksite-specific safety practices, as outlined in Gov. Jay Inslee's "Stay Home, Stay Healthy" Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries General Coronavirus Prevention Under Stay Home-Stay Healthy Order (DOSH Directive 1.70: <https://www.lni.wa.gov/safety-health/safety-rules/enforcement-policies/DD170.pdf>) and the Washington State Department of Health Workplace and Employer Resources & Recommendations at <https://www.doh.wa.gov/Coronavirus/workplace>:

COVID-19 Site Supervisor

1. A site-specific COVID-19 Supervisor shall be designated by the contractor at every job site to monitor the health of employees and enforce the COVID-19 job site safety plan. A designated COVID-19 Supervisor must be present at all times during construction activities, except on single-family residential job sites with 6 or fewer people on the site.

For the Jewett Water Main Improvement Projects (the project) the Foreman, Nathan Wilson, will assume additional responsibility related to the documentation management, daily testing and physical distance monitoring as the COVID-19 Supervisor. Nathan will have full authority to exclude individuals from the work zone for violation of the plan as outlined below.

COVID-19 Safety Training

2. A Safety Stand-Down/toolbox talk/tailgate training must be conducted on all job sites on the first day of returning to work, and weekly thereafter, to explain the protective measures in place for all workers. Social distancing must be maintained at all gatherings.

Training on specific rules regarding PPE, Social Distancing, Hygiene and Disinfecting will take place before work starts back up, in the form of a physically distant safety stand-down toolbox talk on-site. A mechanism for remote attendance will be available. This will cover all practices and requirements recommended by the CDC. This initial training will be given by Greg Jensen, Crestline Safety Director, with follow-up refresher talks delivered by him or the site Foreman every Monday morning thereafter, as information is constantly being updated. Crestline requests that any agent of the engineer or City of White Salmon that intends to be onsite throughout the project attends the initial restart toolbox talk.

3. Attendance will be communicated verbally, and the trainer will sign in each attendee.

The Foreman/COVID-19 Supervisor will record those in attendance in the meetings and records will be added to the job records in perpetuity. Additionally, a copy of attendance records will be provided to the city and engineer.

4. COVID-19 safety requirements shall be visibly posted on each jobsite.

COVID-19 Safety Requirements will be posted on the jobsite tool container. Additional posting will be installed on a type 3 barrier to be placed at the edge of the work zone. This posting will move along with the project.

Social Distancing

5. Social distancing of at least 6 feet of separation must be maintained by every person on the worksite at all times.

Through work planning and necessary modifications as identified through the work planning, the COVID-19 Supervisor will ensure that all tasks can be completed while maintaining 6 feet of separation. If a task is encountered where distance cannot be maintained it will not proceed and additional tools, equipment or engineering controls will be implemented.

6. Gatherings of any size must be precluded by taking breaks and lunch in shifts. Any time two or more persons must meet, ensure minimum 6 feet of separation.

All pre-task planning sessions, safety meeting and breaks fall under the distancing requirements outlined above. The project has plenty of space to allow for distancing throughout all facets of works and breaks. The COVID-19 Supervisor will monitor spacing for all tasks including meetings, breaks and discussions.

7. Identify "choke points" and "high-risk areas" on job sites where workers typically congregate and control them so social distancing is always maintained.

As the project is constantly moving, and workers spread out, the only real chokepoint would be the area around the Forman truck to get tools, or the bathroom/handwashing station. This will be addressed in the morning of start-up, and continually thereafter. If processes are foreseen to create chokepoints through pretask planning (i.e. narrow street crossings, etc.) they shall be addressed by the job foremen prior to work and a mitigation action will take place.

Additionally, since there is a degree of public interaction, work zone delineation materials will be set further from the project than is traditionally required to maintain distance between workers and the public. This includes but is not limited to shutting down whole sections of sidewalks when installing water services, detours will be signed and posted.

8. Minimize interactions when picking up or delivering equipment or materials, ensure minimum 6-foot separation.

All material deliveries will be received completely by Crestline forces and the delivery driver will remain in their vehicle.

9. To the extent practical allow only one trade/subcontractor at a time on a jobsite and maintain 6-foot separation social distancing for each member of that trade. If more than one trade/subcontractor must be on the job to complete the job then at a minimum all trades and subcontractors must maintain social distancing policies in accordance with this guidance.

At this juncture Crestline does not have any subcontractors present on the site. We will not have any until final paving activity commences. When the time arises to have subcontractors onsite, they will go through the same testing, screening and training as Crestline employees and will be subject to the same accountability. They will be monitored by the COVID-19 Supervisor.

Personal Protective Equipment (PPE) – Employer Provided

10. Provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate, or required, for the activity being performed.

Workers will be supplied with all required PPE at Crestline's expense. This will include: Gloves, Glasses, and face coverings. Items have already

11. Masks, in accordance with Washington Department of Health guidelines, or as required by Washington Department of Labor & Industries (L&I) safety rules, must be worn at all times by every employee on the worksite.

Crestline will implement a full time face covering policy on this project. It will be monitored and upheld by the COVID-19 Supervisor. As indicated above, this requirement extends to any jobsite visitor.

12. Eye protection must be worn at all times by every employee while on worksite.

Eye protection is already a mandatory item for Crestline Employees, Subcontractors and Site Visitors, this will continue under the COVID-19 Response Plan.

13. Gloves must be worn at all times by every employee while on worksite. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves.

Gloves are already mandatory for Crestline Employees performing manual tasks, the mandate will be extended to all Employees, Subcontractors and Site Visitors.

14. If appropriate PPE cannot be provided, the worksite must be shut down.

Sanitation and Cleanliness

15. Soap and running water shall be abundantly provided on all job sites for frequent handwashing. Workers should be encouraged to leave their workstations to wash their hands regularly, before and after going to the bathroom, before and after eating and after coughing, sneezing or blowing their nose.

Crestline will have an "ag-trailer" hand-washing station/porta-potty that will be stationed in proximity and moved as the crew moves. This will be serviced weekly, or whatever is deemed practicable. If additional facilities and hand-washing stations are needed, due to extra crews /split work zones, then they will be rented and supplied.

16. When running water is not available, portable washing stations, with soap, are required, per WAC 296-155-140 2(a) – (f). Alcohol-based hand sanitizers with greater than 60% ethanol or 70% isopropanol can also be used, but are not a replacement for the water requirement.

In addition to the handwashing station provided the portable restroom company also supplies hand sanitizer.

17. Post, in areas visible to all workers, required hygienic practices, including not to touch face with unwashed hands or with gloves; washing hands often with soap and water for at least 20 seconds; use hand sanitizer with at least 60% alcohol; cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs; covering the mouth and nose when coughing or sneezing as well as other hygienic recommendations by the U.S. Centers for Disease Control(CDC).

Please see Item 4. The cleaning requirement has already been implemented by Crestline and will continue under this plan. The requirements will also be discussed in the pre startup meeting and weekly meetings.

18. Make disinfectants available to workers throughout the worksite and ensure cleaning supplies are frequently replenished.

Disinfectants have already been available and implemented throughout Crestline's entire operations. It will continue under this plan.

19. Frequently clean and disinfect high-touch surfaces on job sites and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and portable toilets. If these areas cannot be cleaned and disinfected frequently, the jobsite shall be shut down until such measures can be achieved and maintained.

At the onset of this pandemic Crestline adopted a strict protocol of daily sanitization of equipment and assigning an individual worker to a piece of machinery or hand tool. This will continue. Crestline has also asked our employees to be mindful of using the restroom and to clean the facility before and after its use. Additionally, highly trafficked areas such as the jobsite tool container and the foreman's trucks tool boxes will be cleaned before work and after lunch, daily.

20. When the worksite is an occupied home, workers should sanitize work areas upon arrival, throughout the workday and immediately before they leave, and occupants should keep a personal distance of at least 10 feet.

Crestlines work does not include residences. However, we may have interactions with local businesses that

are open. The COVID-19 Supervisor/Foreman, Superintendent or Project Manager will be the only points of contact with those businesses and physical distance will be maintained. Where possible electronic communication will be utilized.

21. If an employee reports feeling sick and goes home, the area where that person worked should be immediately disinfected.

If an individual becomes sick during his/her shift, and must leave, the focus on the job will then shift to cleaning and disinfection of tools and equipment. Production work will cease, and disinfecting will take priority. Once disinfecting has been completed and acknowledged/documented by the COVID supervisor, work may commence.

Employee Health/Symptoms

22. Create policies which encourage workers to stay home or leave the worksite when feeling sick or when they have been in close contact with a confirmed positive case. If they develop symptoms of acute respiratory illness, they must seek medical attention and inform their employer.

Crestline will maintain our culture of honesty regarding employee wellbeing. We will communicate with the Safety Director any employee that misses work. We have and will continue to offer alternative work accommodations for employees in order to relieve the stress of not working to allow themselves or their family to overcome an illness.

23. Have employees inform their supervisors if they have a sick family member at home with COVID-19. If an employee has a family member sick with COVID-19, that employee must follow the isolation/quarantine requirements as established by the State Department of Health.

As indicated above, we will work with employees who have been in contact with known or suspected cases and make accommodations for them. Through our accommodation we have created a culture within Crestline where an individual is not incentivized to not inform their superiors of potential contract.

24. Screen all workers at the beginning of their shift by taking their temperature and asking them if they have a fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell. Thermometers used shall be 'no touch' or 'no contact' to the greatest extent possible. If a 'no touch' or 'no contact' thermometer is not available, the thermometer must be properly sanitized between each use. Any worker with a temperature of 100.4°F or higher is considered to have a fever and must be sent home.

At the beginning of shift, temperatures will be taken using a touchless (infrared) thermometer. Temps will be taken by the COVID-19 supervisor. Any worker exhibiting fever (temperature exceeding 100.4 degrees) will not be allowed to work. This would pertain to any visitors on site, including inspectors, visiting supervisors, etc.

25. Instruct workers to report to their supervisor if they develop symptoms of COVID-19 (e.g., fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell). If symptoms develop during a shift, the worker should be immediately sent home. If symptoms develop while the worker is not working, the worker should not return to work until they have been evaluated by a healthcare provider.

Instructions in this matter have been supplied to all Crestline employees at the onset of this pandemic. It will be reiterated in each weekly safety meeting as well as the startup meeting. A list of symptoms will be included on the posting at the jobsite.

26. Failure of employees to comply will result in employees being sent home during the emergency actions.

It will be indicated to our employees through instructions and actions that the compliance with this plan is integral with them being able to continue working.

27. Employees who do not believe it is safe to work shall be allowed to remove themselves from the worksite and employers must follow the expanded family and medical leave requirements included in the Families First Coronavirus Response Act or allow the worker to use unemployment benefits, paid time off, or any other available form of paid leave available to the worker at the workers discretion.

Previous communication with employees have echoed our understanding of the requirements as outlined in the Families First Coronavirus Response Act.

28. Any worker coming to work on a construction site in Washington from any state that is not contiguous to Washington must self-quarantine for 14 days to become eligible to work on a job site in Washington.

Currently, all Crestline employees reside in Oregon or Washington. If a worker is hired from a non-contiguous state, they will be self-quarantined before being allowed to work in the field.

29. If an employee is confirmed to have COVID-19 infection, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). The employer should instruct fellow employees about how to proceed based on the CDC [Public Health Recommendations for Community-Related Exposure](#).

If an employee is confirmed, Crestline will inform potentially affected employees while maintaining confidentiality. We will also work closely with the local health department and assist in any way possible. Records of employees and visitors will be kept in perpetuity through our internet-based work tracking software. Additionally, communication of such an occurrence will be provided to the city and engineer.

Job Site Visitors

30. A daily attendance log of all workers and visitors must be kept and retained for at least four weeks. The log must include the name, phone number, and email address of all workers and visitors.

City or Engineer Inspectors will be treated as visitors. They need to go through orientation and testing procedures and uphold the requirements as outlined above. Records of employees and visitors will be kept in perpetuity through our internet-based work tracking software.

No jobsite may operate until the contractor can meet and maintain all requirements, including providing materials, schedules and equipment required to comply.

These Phase 1 COVID-19 job site safety practices are required as long as the “Stay Home, Stay Healthy” Gubernatorial Proclamation 20-25 is in effect or if adopted as rules by a federal, state or local regulatory agency. **All items minus numbers 28 and 30 are subject to enforcement action under L&I’s Division of Occupational Safety and Health (DOSH).**

Workplace safety and health complaints may be submitted to the L&I Call Center: (1-800-423-7233) or via e-mail to adag235@lni.wa.gov. **General questions about how to comply with construction safety practices** can be submitted to the state’s Business Response Center at <https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5>. **All other violations related to Proclamation 20-25** can be submitted via at: <https://bit.ly/covid-compliance>.

Workers present on the project will be as follows:

Nick Jacob: Project Manager
Bill Ketchum: Operations Manager
Greg Jensen: Safety Director
Hank Keith: Superintendent
Nathan Wilson: Foreman/COVID-19 Supervisor
Rich Tenold: Operator
Curt Olson: Operator
Michael Eiesland: Pipe Layer
Cody Crane: Laborer
Paul Ingebo: Truck Driver
Vic Miller: Truck Driver

Dave Jepsen

From: Mayor Of White Salmon <mayor@ci.white-salmon.wa.us>
Sent: Tuesday, March 24, 2020 9:28 AM
To: Dave Jepsen; nick@crestlineconstruction.com
Cc: Patrick Munyan; Jan Brending; WS - Ken Woodrich
Subject: Jewett Water Main Improvements Project

Warning! This message was sent from outside your organization and we are unable to verify the sender.

[Allow sender](#) | [Block sender](#)

To Whom It May Concern,

In consideration of the continuing health risk to the public throughout the region, and the most recent amendments to Proclamation 20-25 enacted by Governor Jay Inslee on March 23, 2020, the City of White Salmon will suspend work on the Jewett Water Main Improvements Project effective by close of business on March 26, 2020. The work will be suspended until June 24, 2020.

The City of White Salmon appreciates the support from both Crestline Construction and Anderson Perry during these unprecedented times. We look forward to working together in the future to complete this and future projects.

The Owner's decision to suspend work has been made pursuant to the contractual requirement stated in Standard General Conditions Article 16.01. The City reserves the right to shorten or extend the suspension of work depending on State and Local health risk assessments, which we will be evaluating and may change during the course of the current Covid-19 pandemic.

With appreciation for your support,
Marla

--
Marla Keethler | she/her/hers
Mayor, City of White Salmon
100 N Main Ave - PO Box 2139
White Salmon, WA 98672
Phone: (509) 493-1193, ext 206 | Cell: (509) 774-7491
Visit our website

Per WA State Public Records law, all communications through this email will be retained and may be subject to public records request disclosure.

Item Attachment Documents:

11. Task Order - Bell Design, Mobile Home Setback Requirement Drawings

**City of White Salmon
FORMAL TASK ASSIGNMENT DOCUMENT**

Task Number 20-01

The general provisions and clauses of the Personal Services Contract signed by Council April 1st, 2020 of White Salmon shall be in full force and effect for this Task Assignment

Location of Project: NA

Project Title:

2 Diagrams as required for Section B of 17.36.040 of CHAPTER 17.36 – MHRP
MOBILE/MANUFACTURED HOME RESIDENTIAL PARK DISTRICT

Maximum Amount Payable Per Task Assignment: \$500

Completion Date: April 17th, 2020

Description of Work:

Prepare 2 Diagrams as required for Section B of 17.36.040 of CHAPTER 17.36 – MHRP
MOBILE/MANUFACTURED HOME RESIDENTIAL PARK DISTRICT for insertion
into said ordinance as approved by the City Administrator.

Attachment: NA

Consultant Signature: _____



Digitally signed by Austin Bell
DN: cn=Austin Bell, o=Bill Design Company, ou=Survey Dept
Supervisor, email=austinbell@billedesigncompany.com, c=US
Date: 2020.04.08 14:38:41 -0700

Date: 4-8-20

Agency Approving Authority: _____



Date: 4-15-20