

Tuesday, December 10, 2024
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 P.M.

#2151 Regular City Council Meeting - Hybrid (In-Person & Electronic)

Agenda: <https://go.boarddocs.com/wa/cocp/Board.nsf/goto?open&id=DA3TQ67663B6>

In-Person at College Place City Hall, 625 S College Avenue, College Place Washington

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Zoom Attendee Link: <https://us06web.zoom.us/j/85297282575>

Or you may call this number to listen: 1-669-900-9128 ID#85297282575

Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.02 Roll Call
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor [Norma L. Hernández](#)

[Paul T. Jessup,](#)

[Michael Cleveland,](#)

[Tito Espinoza Jr.,](#)

[Council Members Loren Peterson,](#)

Melodie Williams,
Heather Schermann,
Monica Boyle

Administrator, Mike Rizzitiello;
City Attorney, Rea Culwell
Finance Director, Brian Carleton;
Public Works Director, Robert McAndrews;
Staff Police Chief, Troy Tomaras;
Fire Chief, David Winter;
Community Development Director, Jon Rickard;
HR Manager, Shawn Doering;
City Clerk, Maryelizabeth Garcia

Subject : 1.03 Pledge of Allegiance
Meeting : Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Procedural

Public Content

"Ipledge allegianceto the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Subject : 1.04 Public Comment -
Meeting : Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Information

Public Content

Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

Meeting Protocol for Public Comment:

When submitting public comments, include the following information regardless of the manner you are using: (Note that there are deadlines for written comments to be included in the meeting documents.)

- Your Name
- Your Address

Written Public comments may be provided by submitting comment to Clerk@cpwa.us no later than 4:30 PM on the meeting date to be included in the record. (If typewritten, no less than 11 pt font).

Verbal Public Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.

Telephone and Virtual Comments:

Any member of the public who desires to make a public comment at the City Council meeting by telephone or remote access shall provide at least 24 hours notice (excluding weekends and holidays) prior to the start of the meeting at which the member of the public wants to make a comment, notify the City Clerk or designee in writing or by direct verbal communication of their desire to make a comment. Those notice shall include the member's first and last name, address or place of residence, and the topic or topics the comment will touch upon.

- Telephone comment - Call 1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment - Join using the Zoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Council.

File Attachments

[It is SO EASY to participate in public meetings!.png \(224 KB\)](#)

2. Consent Agenda.

Subject :	2.01 AB 24276 - Approve Agenda for December 10, 2024
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.02 AB 24277 - Approve Council Minutes from 11/26 /2024
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Nov 26, 2024 - City Council Meeting - Hybrid (In-Person & Electro

File Attachments

[2024-11-26_Council_Meeting_Minutes.pdf \(731 KB\)](#)

Consent

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Subject :	2.03 AB 24278 - Approve Council Workshop Minutes from 12/3/2024
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Dec 3, 2024 - City Council Workshop - Hybrid (In-Person & Electr

Consent

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Subject :	2.04 AB 24279 - 2025 Fees Resolution
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Approve Resolution 24-083 Relating to Administrative Fees of the College Place Municipal Code

Public Content

Historical Perspective:

Washington state Constitution and state law allows cities to establish local codes to charge for City provided services and to assess fines and fees for prohibited acts. The City has numerous local code provisions setting such costs, fines and fees at the discretion of City Council pursuant to an adopted fees schedule. The City has a current fees schedule.

Information for Consideration:

The current fees schedule needs updating for the year 2025 as indicated in the red-lined version of the copy of the current Fees Schedule and as follows:

Updated Wastewater and Stormwater fees

Additional code enforcement violation fees/fine

Provided is a bluelined version with changes noted and final version.

File Attachments

[Resolution No 24-083 - 2025 Fees Resolution - Bluelined - Finance & Police update.pdf \(342 KB\)](#)

[Resolution No 24-070 - 2024 Fees Resolution Update - Redline version.pdf \(348 KB\)](#)

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Subject :	2.05 AB 24280 - Cancellation of the December 23, 2025 Council Meeting
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the cancellation of the December 23, 2025 Council Meeting.

Consent

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Subject :	2.06 AB 24281 - Cancellation of the November 4, 2025 Council Meeting
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the cancellation of the November 4, 2025 Council Meeting.

Consent

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Subject :	2.07 AB 24282 - Appointment Confirmation of Teri Lesmeister to the Economic Development, Tourism, and Events Commission
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to appoint Teri Lesmeister to the Economic Development, Tourism, and Events Commission

Admin Content

Briefly describe your background and experience:

I graduated from Washington State University in 1989 with a BA in Elementary Education. I continued my education and earned a Masters in Education along with my principal credentials in 1994. I taught elementary school in Touchet for the past 35 years until my retirement this past Fall, September 2024. I enjoy organizing and planning. I would love an opportunity to be involved in serving my local community. My husband and I have lived in College Place for 31 years. Our three sons were born and raised in this wonderful community. I am impressed with the direction and progress our city has made recently with all the grants and projects it has undertaken, and I would like to be a part of that team.

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

As a teacher I had to be very organized and efficient with time management. Goal setting comes naturally to me not only in the short term but also in the long term, 5-10 years ahead. Working in a collaborative, collegial environment is enjoyable for me.

Discuss your motivation for serving on the Board/Commission to which you are applying:

Being recently retired, I am looking forward to new adventures and experiences where I can share my time and talents with our community.

State your goals for the City:

I would like to see our city continue to prosper and to be a part of a growing team that improves the quality of life for its residents.

Administrative File Attachments

[Teri Lesmeister.pdf \(502 KB\)](#)

Consent

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Subject :	2.08 AB 24283 - Appointment Confirmation of Andy Gomez to the Utilities & Transportation Advisory Commission
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Feb 13, 2024
Recommended Action :	Motion to approve the appointment of Andy Gomez to the Utilities & Transportation Advisory Commission

Admin Content

Briefly describe your background and experience:

None

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

My education includes a Master of Science in Urban and Regional Planning and a Master of Science in Economics. I have experience developing traffic impact studies, neighborhood studies, transportation plans, and subarea transportation studies. I am currently involved in various transportation boards and in some cases hold leadership positions.

Discuss your motivation for serving on the Board/Commission to which you are applying:

The City of College Place is a member of the Walla Walla Valley MPO. City staff participate in the MPOs Technical Advisory Committee and the Policy Board. Serving in this board will allow me to have a better understanding of the city's transportation priorities and the challenges they are experiencing.

State your goals for the City:

Enhance the safety, connectivity, and condition of our transportation system to provide sustainable, resilient, safe, convenient, and efficient mobility for all users residents, workers, and visitors while enriching quality of life and reflecting community character.

Administrative File Attachments

[Andy Gomez - Utilities & Transportation Advisory Commission.pdf \(563 KB\)](#)

Consent

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Subject :	2.09 AB 24284 - Appointment Confirmation of Claudia Santellano to the Planning Commission
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Feb 13, 2024
Recommended Action :	Motion to approve the appointment of Claudia Santellano to the Planning Commission

Admin Content

See Attached.

Administrative File Attachments

[Claudia_Santellano_UTAC_Application.pdf \(119 KB\)](#)

Consent

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Subject :	2.10 AB 24285 - Appointment Confirmation of Kirk Amick to the Economic Development, Tourism, and Events Commission
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Feb 13, 2024
Recommended Action :	Motion to approve the appointment of Kirk Amick to the Economic Development, Tourism, and Events Commission.

Admin Content

Briefly describe your background and experience:

I have been a banker for the last ~20 years working in a commercial lending and management roles most of that time. I have been in an executive management role for the last 13 years and directly oversee Community Bank's lending functions which include managing loan production staff, underwriting, and collections.

I am a member of the bank's Asset Liability Management Committee, Risk Management Committee, and Board Loan Committee.

In addition to my work at the bank, I am actively engaged with the College Place School District through various channels, including boosters and FFA/Ag Advisory.

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

I have an undergraduate finance degree, an MBA, and graduated from the Pacific Coast Banking School.

My experience in banking and commercial lending would directly correlate with the work of EDTEC. Additionally, I have experience with commercial construction activities from the financing side.

Discuss your motivation for serving on the Board/Commission to which you are applying:

While I'm not a College Place resident, I do live across from the Martin Airfield, my wife and I both work in College Place, and my children attend College Place schools. Banking and finance /lending is part of the economic engine that allows for growth and development of communities and I believe my background and experience would greatly benefit the commission.

As College Place grows, I would like to play my part in assisting with that growth and volunteering my expertise to further that growth.

State your goals for the City:

I would like to continue to see what the City has been doing over the last several years with infrastructure upgrades, street improvements, livability improvements that include sidewalks, park upgrades and expansion, and furthering the capacity and desire for new businesses to move into the community.

I would like to see the City increase public park spaces to allow for "in City" activities for residents and surrounding community members. I would like to see a continued push to attract new businesses that provides for additional economic growth and employment opportunities locally.

Administrative File Attachments

[Kirk Amick BOARD AND COMMISSION APPLICATION - CITY OF COLLEGE PLACE.pdf \(66 KB\)](#)

Consent

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Subject :	2.11 AB 24286 - Appointment Confirmation of Anne-Marie Bauman to the Lodging Tax Advisory Commission
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Feb 13, 2024
Recommended Action :	Motion to approve the appointment of Anne-Marie Bauman to the Lodging Tax Advisory Commission

Admin Content

Briefly describe your background and experience:

College Place School Board: 2021 - present
College Place Planning Commission: 1992-1996
Treasurer Trinity Baptist Church Walla Walla: 1997-2017 and 2024 - present
Sunday School Teacher Trinity Baptist: 2004 - present
Engineering degree: U of WA 1987
Professional Engineer: 1994
Engineering work: 1987-2000
Pilot's license: 1986
Ham Radio license: 1990
HOMEMAKER: 1994-present
Head care giver for kids and their grandma, DIY sprinkler technician, DIY maintenance manager, landscaper and home remodeler.
Rental manager (one unit): 2023-present

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

I am a long-time citizen of College Place and I think I have a good handle on what is good for our community. I have a lot of experience with budgets from my work as Treasurer. My work on the College Place School Board has taught me to be aware of the needs in our community.

Discuss your motivation for serving on the Board/Commission to which you are applying:

I enjoy thinking about how our young people will carry on a vision for the community of College Place and I want to empower them to lead on into the future. I would like to see the City plan projects that will benefit the community for many years to come.

State your goals for the City:

College Place should be a safe community for people to raise families. It should have good schools, parks and affordable housing. It should have services that benefit the marginalized community members as well as the rest of the population. We as citizens should value and respect ALL people.

Administrative File Attachments

[LTAC- AnneMarie Bauman.pdf \(428 KB\)](#)

Consent

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Subject :

2.12 AB 24287 - Final Budget Amendment for 2024 -

Mr. Carleton

Meeting : Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda.

Access : Public

Type : Action

Preferred Date : Dec 10, 2023

Absolute Date : Dec 10, 2023

Fiscal Impact : No

Budgeted : No

Budget Source : Final FY 2024 Budget Amendment

Recommended Action : Motion to approve the 2024 Amended Budget Ordinance No. 24-084 for changes in revenue and expenditures.

Public Content

Historical Perspective:

We are required by state law to amend our budget to absorb any expenditures in excess of the original expenditure budget adopted for each fund.

The City Council has the authority under RCW 35A.33.120 to amend the budget with a simple majority vote and there is no statutory requirement for a public hearing in this case.

Information for Consideration:

The following budget amendments are necessary to align the budget with actual expenditures:

Fund	Fund Description	Impact to Fund	
		Balance	Description
001	Current Expense	(263,983.00)	CE Funding of Autumn Meadows LID, Streets Stel
100	Street Fund	150,000.00	Street Improvement Capital transfer
306	Capital Improvement Fund (REET 2)	1,525,000.00	Lions Park Project - Construction carryover to 2025
311	Street Improvement Fund	1,045,540.18	Street Projects not started in 2024
315	Facility Maintenance Reserve Fund (CE)	(200,000.00)	City Hall renovation projects delayed due to fundin
320	Equipment Reserve Fund	275,000.00	CE Transfer to support facility projects
330	Economic Development Fund	(90,000.00)	Waste water transfer to Economic Development fu
350	Transportation Benefit District Fund (New)	(5,000.00)	Establish ending fund balance for TBD.
360	Tax Increment Financing Fund (New)	6,500,000.00	Carryover of TIF projects to 2025/26
400	Water Fund	(85,000.00)	Reduced Interfund Transfer to Water Capital Fund
401	Wastewater Fund	(130,000.00)	Reduced Interfund Transfer to Water Capital Fund
402	Stormwater Fund	(120,000.00)	Grant not received, project delayed
410	Water Capital Reserve Fund	(427,934.50)	Timing of project expenditures and grant receipt

411	Wastewater Capital Reserve Fund	(36,794.00)	Delay in capital project both project revenue and e
412	Wastewater Debt Service Fund	200,000.00	Interfund transfer not required
431	Water System Construction Fund	85,000.00	Reduced Interfund Balance to Water Fund
440	Ambulance Utility Fund	(38,240.00)	Transfer of joint EMS/Fire costs to correct fund
		<u>8,383,588.68</u>	

File Attachments

[Ord_No_24-xxx_2024_Budget_Amendment_2024-12-10.docx \(33 KB\)](#)
[2024 Budget Amendment Details.pdf \(315 KB\)](#)

Subject : 2.13 AB 24288 - Excusing the Absence of Council Member Espinoza

Meeting : Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda.

Access : Public

Type : Action (Consent)

Recommended Action : Motion to excuse the absence of Council Member Espinoza.

Consent

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Subject : 2.14 AB 24301 - Excusing the Absence of Council Member Boyle

Meeting : Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda.

Access : Public

Type : Action (Consent)

Recommended Action : Motion to excuse the absence of Council Member Boyle.

Consent

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Subject :	2.15 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

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3. Presentations.

Subject :	3.01 AB 24289 - Swearing in Ceremony for Officers Courtney Kates & Estela Gonzalez - Chief Tomaras
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Information

Public Content

Historical Perspective:

Officer(s) Gonzalez and Kates have completed all training required to become a fully commissioned Peace officer for the city of College Place. Both officers have completed five months of training at the new Pasco Basic Law Enforcement Academy followed by 12 weeks of

field training. Both officers have met all of the requirements by the State of Washington to become fully sworn members of the CPPD.

Information for Consideration:

File Attachments

[E. Gonzalez Commission Letter.pdf \(647 KB\)](#)
[Courtney Kates Commission Letter.pdf \(656 KB\)](#)

Subject :	3.02 AB 24290 - McKinsty Presentation on Fire Station Renovation ESCO Work - Sean Pelfrey
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Information

Public Content

Historical Perspective:

The City went through a RSQ process in 2019 for a Energy Savings Company (ESCO).

Information for Consideration:

Thanks to our 16th District State Legislators we received a earmark for over \$1.1 million to perform ESCO work on the Fire Station Building. This is in the FY 2025 to 2030 Capital Facility Plan the City Council adopted during the November 26th, 2024 meeting.

File Attachments

[College Place Fire Station.pdf \(785 KB\)](#)
[FireProjectEmail.pdf \(934 KB\)](#)
[College Place Fire Station.pptx \(2.270 KB\)](#)

Subject :	3.03 AB 24291 - Lion's Park Community Center Architect & Engineering Services Contract - Ms. Culwell
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

The Lions Park renovation project, including a splash pad, walking path, pond separation from creek, disabled accessible playground, new restrooms and redeveloped community center.

Information for Consideration:

On August 30, 2024, the City announced a Request for Qualifications (RFQ) from the public for Architect and Engineering services to design the Community Center to include a library district space and a community professional kitchen. Design West Architects P.A., an Idaho corporation (with a physical branch in Kennewick, WA) submitted a proposal and after scoring, the City awarded the project to Design West. Include with this bill is a copy of the RFQ and Design West's proposal and Fees Sheet submitted and accepted by the City.

The Parties have agreed on terms for the services and a a copy of the proposed Agreement is included with this information. Design West's submission and the proposal scoring summary is included with this bill.

Staff will recommend approving the Agreement and authorizing the City Administrator to execute the same later in this meeting.

File Attachments

- [Design West Lions Park Community Center Architect & Engineering Agreement - DRAFT.pdf \(519 KB\)](#)
- [Lions Park Exhibit A_Fee 11.12.24.pdf \(96 KB\)](#)
- [RFQ_LionsParkComCenter_SUMmaryScores.pdf \(66 KB\)](#)
- [SOQ City of College Place Arch Services for Buildable Plans-Lions Park Community Center.pdf \(6,110 KB\)](#)
- [A&E Agreement Lion's Park Community Center - Design West.pdf \(489 KB\)](#)

4. Public Hearings.

Subject :	4.01 Procedure for Public Testimony
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	4. Public Hearings.
Access :	Public
Type :	Procedural

Public Content

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Once recognized, you will have five minutes to speak on the public hearing topic.

5. Action Items.

Subject :	5.01 AB 24292 - Veterans Park Design Amendment - Mr. McAndrews
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$103,000.00
Budgeted :	Yes
Budget Source :	REET
Recommended Action :	Motion to authorize Public Works Director or designee to sign the Authorization for Contract Amendment with JUB Engineers for design changes, and bid and award phase services for the Veterans Park Project, increasing costs by \$103,000 from \$62,000 to \$165,000.

Public Content

Historical Perspective:

The City has hired JUB to design park improvements at Veterans Park to include pickleball courts, basket ball courts, and restrooms. The City wishes to have JUB include playground improvements, ADA improvements, renderings for funding applications.

Information for Consideration:

Additional work is needed to include:

Additional design fee for changes during design including: playground design, ADA ramp with retaining wall, and renderings for funding applications (\$18,000).

Bid & Award Phase Services (\$10,000) and Construction Phase Services (\$75,000). This assumes City Staff will provide daily on-site inspection and J-U-B will provide contract administration, submittal review, and occasional site visits.

File Attachments

[J-U-B_Amendment.pdf \(349 KB\)](#)

Subject :	5.02 AB 24293 - Lamperti & College Ave Wall - Mr. McAndrews
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$73,600.00
Budgeted :	Yes
Budget Source :	2025 Street Improvement Fund
Recommended Action :	Motion to authorize Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to design intersection safety improvements at the SE Lamperti & College Ave intersection for a total of \$73,600.

Public Content

Historical Perspective:

There have been a number of vehicle accidents at the intersection of Lamperti and College Ave involving vehicles striking the fence and even going over the wall into private residences' backyards. The City has engaged JUB Engineers to design improvements including a moment slab traffic barrier to improve the safety of the intersection.

Information for Consideration:

JUB will be tasked with tasks including project management, review, design, and preparation of plans and specifications so the project can be bid and constructed.

The total cost will be \$73,600.

File Attachments

[Lamperti_Memo.pdf \(5.432 KB\)](#)
[J-U-B-StandardSOW-Lamperti_Intx.pdf \(357 KB\)](#)

Subject :	5.03 AB 24294 - Public Works Yard Stormwater Improvements - Mr. McAndrews
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$95,000.00
Budgeted :	Yes
Budget Source :	2025 Ecology Grant and Stormwater Utility Funds - Approved CFP
Recommended Action :	Motion to authorize Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design and construction phase services for the Public Works Yard Stormwater Improvements Project in the amount of \$95,000.

Public Content

Historical Perspective:

The City of College Place has received Washington Department of Ecology funding to design and construct stormwater treatment infrastructure at the Citys Public Works Yard to help improve water quality in Thompson Creek.

Information for Consideration:

Improvements will include source control for oils and materials stored onsite, basic treatment, and regrading and resurfacing the site with gravel to drain to proposed treatment and source control devices. Flow control is not included as part of this project.

JUB will be tasked with overseeing cultural and environmental permitting, design, plans and specifications, construction phase services, and project closeout.

File Attachments

[Agreement - PW Yard.pdf \(753 KB\)](#)

Subject :	5.04 AB 24295 - Brentwood Place Outfall Design - Mr. McAndrews
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$95,000.00
Budgeted :	Yes
Budget Source :	2025 Approved CFP - Ecology Grant and Stormwater Utility Funds
Recommended Action :	Motion to authorize Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design and construction phase services for the Brentwood Place Stormwater Improvements Project in the amount of \$95,000.

Public Content

Historical Perspective:

The City of College Place has received Washington Department of Ecology funding to design and construct stormwater treatment infrastructure near the City's Lions Park. The outfall selected is on Brentwood Place and is also referred to as Outfall 29.

Information for Consideration:

This project will add basic treatment to an individual outfall that drains into Garrison Creek. This outfall drains approximately 16,000 square feet of residential paved public roadway. The contributing area land use is residential low density single family housing. Flow control is not included as part of this project.

JUB will be tasked with overseeing cultural and environmental permitting, design, plans and specifications, construction phase services, and project closeout.

File Attachments

[Contracts DOE LionsParkStorm_2024ENg.pdf \(535 KB\)](#)
[Agreement - Lions Park.pdf \(918 KB\)](#)

Subject :	5.05 AB 24296 - SW 10th St Stormwater Improvements - Mr. McAndrews
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$200,000.00
Budgeted :	Yes
Budget Source :	2025 Ecology Grant and Stormwater Utility Funds - Approved CFP
Recommended Action :	Motion to authorize Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design services for the SW 10th Street Stormwater Improvements Project in the amount of \$200,000

Public Content

Historical Perspective:

The City of College Place has received Washington Department of Ecology funding to design stormwater treatment infrastructure along 10th Street. Recognized as a priority in the 2020 Stormwater Master Plan, the project entails addressing approximately 1,200 linear feet of roadway, which currently channels stormwater runoff directly into Garrison Creek.

Information for Consideration:

The proposed Best Management Practices (BMPs) will offer basic treatment and flow control at a minimum. Initial construction costs are estimated at \$850,000, with further refinement expected during this design phase.

JUB will be tasked with oversight of cultural and environmental permitting, design, and plans and specifications. The design will include sidewalk design for SW 10th as well.

File Attachments

[Agreement - 10th St.pdf \(1,177 KB\)](#)

[Contract_DOE_SW10th_CollegeBade_2024.pdf \(524 KB\)](#)

Subject :	5.06 AB 24297 - Resolution of Support for Grants related to Planning & Engineering for (SE 12th - College to Myra) via Federal DOT RAISE and PROTECT Programs - Mr. Carleton
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public

Type :	Action
Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$1,800,000.00
Budgeted :	Yes
Budget Source :	Transportation Benefit District Local Match
Recommended Action :	Motion to approve Resolutions #24-085 which supports grant application into the Federal Department of Transportation RAISE Grant program for SE 12th engineering and Resolution #24-086 which supports grant application into the Federal Department of Transportation PROTECT Grant program.

Public Content

Historical Perspective:

As part of the FY 2024 Federal Budget the Raise & PROTECT Grant Programs was reconstituted with additional grant funds from the Federal Infrastructure Bill with a specific carve out for rural projects.

Information for Consideration:

The Federal Department of Transportation is doing a call for projects through the Infra Program. This program is geared toward Federally Classified Roadways that are of significance. City staff want to pursue planning-engineering grant funds via the Federal RAISE and PROTECT programs for \$1.8 million for SE 12th (Myra to College) The project is within the adopted six-year FY 2025 to 2030 Capital Facility Plan adopted November 26th, 2024

File Attachments

[ENgineeringEstimate.png \(23 KB\)](#)
[Transportation_SE12th_FullProjectPresentation_Fall2024.pdf \(1,521 KB\)](#)
[RAISE_Grants.gov.pdf \(374 KB\)](#)
[PROTECT_Grants.GOV.pdf \(327 KB\)](#)
[FederalDOT_RAISE_NOFO.pdf \(623 KB\)](#)
[24-086 RESOLUTION_PROTECT_Grant.pdf \(308 KB\)](#)
[24-085 RESOLUTION_DOT_RAISE_Grant.pdf \(307 KB\)](#)

Subject :	5.07 AB 24298 - Acceptance of Transportation Improvement Board (TIB) Complete Street Grant NE Rose Street Lighting - Mr. Carleton
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action

Preferred Date :	Dec 10, 2024
Absolute Date :	Dec 10, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$2,028,547.00
Budgeted :	Yes
Budget Source :	90% State TIB Complete Street Grant; 10% City Transportation Benefit District
Recommended Action :	Motion to adopt Resolution #24-087 which accepts State of Washington Transportation Improvement Board Complete Streets Grant Contract for NE Rose Street Pedestrian Lighting (NE Ash Ave to NE Carey Ct).

Public Content

Historical Perspective:

The College Place City Council adopted Ordinance #17-005 during the February 28th, 2017 Council meeting for Complete Streets. The College Place City Council adopted #20-018 Capital Facility Plan during the November 24th, 2020 City Council meeting.

Information for Consideration:

This proposal entails construction of pedestrian street lighting like every 180 feet on the South side of NE Rose Street from NE Ash to NE Carey Ct on the south side of the roadway. Grant award is \$1,825,692

File Attachments

[Funded - 4 - College Place - Rose Street Multiuse Path Illumination Improvement.pdf \(311 KB\)](#)
[Funding Status Form - 4 - College Place - Rose Street Multiuse Path Illumination Improvement.pdf \(113 KB\)](#)
[Grant Agreements - 4 - College Place - Rose Street Multiuse Path Illumination Improvement.pdf \(107 KB\)](#)
[IMG_1653.JPG \(3,396 KB\)](#)
[Map_ProposedLighting.JPG \(138 KB\)](#)
[NE Rose Street LOS Memo Aug 4 2022 RK signed.pdf \(195 KB\)](#)
[24-087 RESOLUTION_TIB.pdf \(358 KB\)](#)

Subject :	5.08 AB 24299 - Lion's Park Community Center Architect & Engineering Services Contract Approval with Design West - Ms. Culwell
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to approve Resolution 24-088, a Resolution by the City Council of the City of College Place, Washington Approving Agreement with Design West to Perform Architect

Public Content

Historical Perspective:

The Lions Park renovation project, including a splash pad, walking path, pond separation from creek, disabled accessible playground, new restrooms and redeveloped community center.

Information for Consideration:

On August 30, 2024, the City announced a Request for Qualifications (RFQ) from the public for Architect and Engineering services to design the Community Center to include a library district space and a community professional kitchen. Design West Architects P.A., an Idaho corporation (with a physical branch in Kennewick, WA) submitted a proposal and after scoring, the City awarded the project to Design West. Include with this bill is a copy of the RFQ and Design West's proposal and Fees Sheet submitted and accepted by the City.

The Parties have agreed on terms for the services and a copy of the proposed Agreement is included with this information. Design West's submission and the proposal scoring summary is included with this bill.

Staff recommends passing the Resolutions approving the Agreement and authorizing City staff to execute the same.

File Attachments

[A&E Agreement Lion's Park Community Center - Design West.pdf \(489 KB\)](#)

[24-088 RESOLUTION Design West Architecture & Engineering Services.pdf \(162 KB\)](#)

6. Administrative Reports.

7. Informational Reports.

8. Executive Session.

Subject :	8.01 AB 24300 - Adjourn to Executive Session Consideration of acquisition of real estate - RCW 42.30.100(b)
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	8. Executive Session.
Access :	Private
Type :	Discussion

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In- Person & Electronic)
Category :	9. Closing Items.
Access :	Public
Type :	Discussion, Information

Subject :	9.02 Conclusion - Motion to Conclude the Meeting.
Meeting :	Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	9. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to conclude the meeting

City Council Meeting - Hybrid (In-Person & Electronic) (Tuesday, November 26, 2024)*Generated by Maryelizabeth Garcia on Monday, November 25, 2024***1. Opening Items.**Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:00 PM.**Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – Paul Jessup; Michael Cleveland; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle

Staff- City Administrator, Michael Rizzitiello; Finance Director, Brian Carleton; City Attorney, Rea Culwell; Public Works Director, Robert McAndrews; City Clerk, Maryelizabeth E. Garcia;

Also Present -

MEMBERS EXCUSED: Tito Espinoza;

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 Public Comment - None.**2. Consent Agenda.**Action (Consent): 2.01 AB 24263 - Approve Agenda for November 26, 2024Action (Consent), Minutes: 2.02 AB 24264 - Approve Council Minutes from 11/12/2024Action (Consent), Minutes: 2.03 AB 24265 - Approve Council Special Meeting Minutes from 11/20/2024Action (Consent): 2.04 AB 24274 - Excusing the Absence of Council Member EspinozaAction (Consent): 2.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.**Council Member Schermann made a motion to approve the Consent Agenda. Second by Member Peterson and the motion passed 6-0.****3. Presentations.**Information: 3.01 AB 24266 - Walmart Appreciation Day Proclamation - Mayor Hernández

Mayor Hernández proclaimed November 29th, 2024 as College Place Walmart Appreciation Day and appealed to the residents of College Place to extend sincere gratitude for Walmart Associate's invaluable contributions to our community, and for Walmart's partnership, dedication, and positive impacts on the lives of our citizens.

4. Public Hearings.Procedural: 4.01 Procedure for Public TestimonyDiscussion, Procedural: 4.02 AB 24267 - FY 2025 to 2030 Capital Facility Plan - Mr. Rizzitiello

Mr. Rizzitiello presented the final FY 2025 - 2030 Capital Facility Plan since it was last presented to Council on 11/12/2024. Mr. Rizzitiello indicated that, with the acquisition of several grants including the US Tree Service Grant and an Energy Efficiency Grant, City Hall and Fire Department improvements will be possible.

Mayor Hernández opened the public hearing at 7:20 PM.

Testimony: None.

Council Member Schermann made a motion to close the public hearing at 7:21 PM. Second by Council Member Jessup and the motion passed 6-0.

Discussion, Procedural: 4.03 AB 24268 - Fiscal Year 2025 Final Budget Hearing - Mr. Carleton

Mr. Carleton presented the Fiscal Year 2025 Final Budget, highlighting nominal changes since the Preliminary Hearing, and indicating that all requested projects are projected to be funded.

Discussion ensued.

Mayor Hernández opened the public hearing at 7:49 PM.

Testimony: None.

Council Member Boyle made a motion to close the public hearing at 7:50 PM. Second by Council Member Peterson and the motion passed 6-0.

5. Action Items.

Action: 5.01 AB 24269 - Adopt FY 2025 to 2030 Capital Facility Plan - Mr. Rizzitiello

Mr. Rizzitiello delivered the final the FY 2025 - 2030 Capital Facility Plan to Council.

Council Member Jessup made a motion to adopt Ordinance #24-016 which enacts the Fiscal year 2025 to 2030 Capital Facility Plan as outlined in the attached summary and booklet documents. Second by Council Member Boyle and the motion passed 6-0.

Action: 5.02 AB 24270 - Adopt FY 2025 to 2030 Information Technology Plan - Mr. Rizzitiello

Mr. Rizzitiello informed the Council of changes to the FY 2025 - 2030 Information Technology Plan since it was last distributed to Council on 11/12/2024.

Council Member Peterson made a motion to adopt Ordinance #24-017 which enacts the Fiscal year 2025 to 2030 Information Technology Plan. Second by Council Member Schermann and the motion passed 6-0.

Action: 5.03 AB 24271 - Adopt FY 2025 to 2030 Equipment Replacement Plan - Mr. Rizzitiello

Mr. Rizzitiello informed the Council of changes to the FY 2025 - 2030 Equipment Replacement Plan since it was last distributed to Council on 11/12/2024.

Council Member Williams made a motion to adopt Ordinance #24-018 which enacts the Fiscal year 2025 to 2030 Equipment Replacement Plan. Second by Council Member Boyle and the motion passed 6-0.

Action: 5.04 AB 24272 - Adopt Fiscal Year 2025 Budget - Mr. Carleton

Mr. Carleton presented the Fiscal Year 2025 Final Budget to Council for adoption. Council Member Williams praised Mr. Carleton for his work increasing the transparency of City of College Place finances.

Council Member Schermann made a motion to adopt Ordinance #24-019 for the Fiscal Year 2025 Budget. Second by Council Member Boyle and the motion passed 6-0.

Action: 5.05 AB 24273 - 2025 LTAC Funding Recommendations - Ms. Garcia

Ms. Garcia presented the Lodging Tax Advisory Commission recommendation to fund all nine applications as indicated by the Lodging Tax Advisory Commission. Council Members Schermann and Boyle recused themselves from voting.

Council Member Peterson made a motion to approve LTAC funding recommendations for 2025 to the City of College Place in the amounts of \$15,000 for the College Place Freedom Festival; \$18,000 to the Walla Walla Valley Chamber of Commerce; \$15,500 to the Power House Theatre; \$5,000 to the Little Theatre of Walla Walla, \$3,000 to the City of College Place Welcome Pamphlet/Visitor's Guide; \$10,000 to Visit Walla Walla; \$6,000 to Walla Walla Movie Crush; \$2,000 to CoWalla; and \$5,000 to Fort Walla Walla Museum. Second by Council Member Cleveland and the motion passed 4-0.

Action: 5.06 AB 24275 - Resolution Declaring Certain Events as Official Community Events - Ms. Garcia
Ms. Garcia informed the Council that since 2022, cities are recommended to issue a Resolution that cites which events it financially supports for auditing purposes. Ms. Garcia announced the only new planned event this year will be a College Place branding-related event, formerly referred to as "Kenneth Rooks Field Day."

Council Member Boyle made a motion to adopt Ordinance #24-082 which certifies Official Community Events for Fiscal Year 2025. Second by Council Member Schermann and the motion passed 6-0.

6. Administrative Reports. - None.

7. Informational Reports.

Information: 7.01 CPPD Monthly Report

8. Executive Session. - None.

9. Closing Items.

Discussion, Information: 9.01 Good of the Order?

Action: 9.02 Conclusion - Motion to Conclude the Meeting.

Council Member Williams made a motion to conclude the meeting at 8:11 PM. Second by Member Peterson and with no objection, the meeting concluded.

Approved:

Norma L. Hernández – Mayor

Attest:

Maryelizabeth E. Garcia – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred November 26, 2024. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Workshop - Hybrid (In-Person & Electronic) (Tuesday, December 3, 2024)

Generated by Maryelizabeth Garcia on Tuesday, December 3, 2024

1. Opening Items.

Procedural: 1.01 Call To Order

Mayor Hernández called the workshop to order at 5:30 PM.

Procedural: 1.02 Roll Call

PRESENT:

Chair - Mayor, Norma L. Hernández

Council Members - Paul Jessup; Michael Cleveland; Loren Peterson; Tito Espinoza Jr.; Heather Schermann; Monica Boyle

Staff - City Administrator, Michael Rizzitiello; Public Works Director Robert McAndrews; Rea Culwell, City Attorney; Brian Carleton, Finance Director; City Clerk, Maryelizabeth E. Garcia.

Also Present - Alex Fazzari - JUB Engineers

MEMBERS EXCUSED: Melodie Williams;

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment - None.

2. Workshop Topics.

Discussion, Information: 2.01 College Place Wastewater Treatment Plant Project Update - Mr. Alex Fazzari JUB & Mr. Robert McAndrews

Mr. Fazzari informed the Council that Phase 1A construction of the Wastewater Treatment Plant Project is currently underway and reviewed key permit issues that will be addressed by the completion of the project. Mr. Fazzari presented three options for Phase 1B: to construct a pump station/pipeline to pump treated effluent to City of Walla Walla, to pump effluent to Gardena Farms Irrigation District, or to continue to construct the project as currently designed. Mr. Fazzari reinforced the value of water as a resource and encouraged Council to maintain control of College Place water resources. JUB Engineers recommended for Council to pursue continuing constructions as currently designed.

Discussion ensued.

Discussion, Information: 2.02 2024 Walla Walla County Hazard Mitigation Plan Update (HMP) - Mr. Rizzitiello

Mr. Rizzitiello informed Council of the new and improved Walla Walla County Hazard Mitigation Plan which was presented at the August 27 Council Meeting.

Discussion, Information: 2.03 Approval of FY 2025 Community Grant Application and Process - Mr. Rizzitiello

Mr. Rizzitiello informed the Council that \$15,000 was allocated in the 2025 Budget to the FY 2025 Community Grant Program which funds projects and programs related to Health and Environment, Social Resiliency, Parks and Recreation opportunities, Economic Development, Housing, and Public Art. Mr. Rizzitiello announced that the grant submission deadline for the 2025 program will be January 17, 2025.

Discussion, Information: 2.04 Resolution of Support for Grants related to Planning & Engineering for (SE 12th - College to Myra) via Federal DOT RAISE and PROTECT Programs - Mr. Rizzitiello

Mr. Rizzitiello reviewed key amenities on 12th Street and proposed improvements to the area. Because the estimated project cost is more than \$18 million, the City would plans to apply for the Department of Transportation

RAISE and PROTECT grant programs. Mr. Rizzitiello provided a timeline for execution including filing the Grant in May 2025, twelve months of engineering, and beginning construction in May 2026.

Discussion ensued.

3. Closing Items.

Discussion, Information: 3.01 Good of the Order - Next Meeting Dec. 10, 2024

Mr. Rizzitiello announced that College Place Winter Fest Bazaar and Parade will be held on December 5 from 3-7PM. Mayor Hernández encouraged all Council Members to attend.

Procedural: 3.02 Conclusion

Mayor Hernández concluded the workshop at 6:13 PM.

Approved:

Norma L. Hernández – Mayor

Attest:

Maryelizabeth E. Garcia - City Clerk

The foregoing minutes are the official record of the City Council Workshop that occurred December 3, 2024. Further detail may be obtained by reviewing the actual audio recording made during this session.

City of College Place, Washington
RESOLUTION NO. 24-083

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE RELATING TO
ADMINISTRATIVE FEES OF THE COLLEGE PLACE MUNICIPAL CODE**

WHEREAS, the City adopted Resolution 24-007 on February 27th, 2024; and

WHEREAS, there is an imminent need to update and revise fees for 2025; and

WHEREAS, the City intends to re-affirm all previously adopted administrative fees;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place that the following fees and charges shall henceforth be charged:

SECTION 1: ALL FEES ARE MANDATORY AND NON-REFUNDABLE UNLESS OTHERWISE ALLOWED BY COLLEGE PLACE MUNICIPAL CODE, RESOLUTION OF CITY OF COLLEGE PLACE CITY COUNCIL, OR APPLICABLE FEDERAL OR STATE LAW. ALL ACTUAL COSTS ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; ALL STAFF COSTS ARE BASED UPON SALARY ORDINANCE IN EFFECT AT TIME OF WORK AND ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; NOTE: CITY HAS AUTHORITY TO REQUEST A DEPOSIT BEFORE PERFORMING ANY WORK OR MAKING ANY EXPENDITURES; NOTE: MULTIPLE FEES MAY APPLY

SECTION 2: General Administrative Fees

A. Copy / Duplication / Delivery (Charges may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.)

1. General paper copies per page (b/w or color)	\$ 0.15
2. Scanned copies per page	\$ 0.10
3. Electronic files per 4 files	\$ 0.05
4. Large electronic documents per 1GB	\$ 0.10
6. Certification of copies per page	\$ 3.00
7. USB thumb drive	\$ 4.74
8. DVD/CD	\$ 0.17
9. DVD/CD paper sleeve	\$ 0.06
10. DVD/CD jewel case	\$ 0.31
11. Envelope 6x9	\$ 0.10
12. Envelope 9x12	\$ 0.17
13. Envelope 10x13	\$ 0.18
14. Envelope #10	\$ 0.04
15. Address label	\$ 0.07
16. Postage or other delivery cost	Actual cost
17. Staff time to copy and/or send files – per minute, 2 minute minimum	\$ 0.41
18. Redaction of Body Camera Footage – per minute	\$ 0.69
19. Copy/Duplication fee deposit for large copy/duplication requests	10% of estimate

- B. Other General Administrative Fees – request for *information* or *data* (versus records)
1. Requests for **information** requiring significant research – hourly charge \$ TBD based upon current salary ordinance; actual cost for third party work + 20%
 2. Requests for data or data reports which are not in a relatively easily accessible or reportable form – hourly charged based upon current salary ordinance; actual cost for third party work + 20%; actual cost for IT product +20% \$ TBD
 3. Third-party expenditures Actual cost + 20%
 4. All other chargeable expenses- hourly charge based upon current salary ordinance \$ TBD

SECTION 3: General Code Enforcement CPMC 1.20.040

1. Civil Infraction 1 \$ 250.00
2. Civil Infraction 2 \$ 500.00
3. Civil Infraction 3 \$ 1,000.00

SECTION 4: Community Development Inspection and Permitting Fees

- A. Adult Family Home Inspection: Per site visit \$ 66.00
- B. Assisted Living Facilities Inspection: Per site visit \$ 66.00
- C. Construction Permit:

1. Building Permit & Grading Permit Fees Per Table 1-A [**Editor's Note: this table will change upon research into impact of inflation over the years.**]

TABLE 1-A - COLLEGE PLACE PERMIT FEES	
Total Valuation	Fee
\$1.00 to \$500.00	\$25.85
\$501.00 to \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100.00, or fraction hereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$76.10 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.30 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$708.05 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.05 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,553.05 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$6,178.05 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof.

2. Building and Project Valuation shall be determined by using the design professional's (Architect/Engineers) Project Cost or the most recent Building Valuation Data (BVD) Sheet. The BVD is

adjusted/updated at six-month intervals. Projects not identified in the Data Sheet will be valued by using the total project cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director.

3. Fees for repair, alteration, or remodel are based on the total Project Cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director of work to be performed as submitted by the applicant.

4. Improvements including and within the building shall be assessed as a Building Permit Fee. Site and utility-related improvements outside of the building shall be assessed as a Grading Permit Fee.

5. Project Cost provided by the Applicant shall include labor. If labor costs are not provided, the Project Cost will be increased by multiplying the project material (included sales tax) by 50%

6. A State Building Code Council (SBCC) fee will be assessed on all building permits.

- a. Residential Building Permits
 - i. Each building permit \$ 6.50
 - ii. Surcharge for each residential unit after the first unit \$ 2.00
 - b. Commercial Building Permits
 - i. Each building permit \$ 25.00
 - ii. Surcharge for each residential unit after the first unit \$ 2.00
- D. Fences over 7 feet high – Valuation Based, see *Construction Permit* above
- E. Fence Placement Permit – see *Section 8: Public Works*
- F. Mechanical Permit – Equivalent Appliance Replacement: Residential \$66 per appliance/unit; Commercial \$ 100.00 per appliance/unit.
- G. Mechanical Permit – Commercial alteration or expansion to an existing system: Project value, permit fee per Table 1-A of this resolution.
- H. Mechanical Permit – New Construction or Remodel: 15% of building permit fee.
- I. Plumbing – Over the Counter Permit:
1. Backflow Device \$ 66.00
 2. Water Heater \$ 66.00
 3. Building Sewer \$ 66.00
 4. Moving or Adding Fixture \$ 66.00
- J. Plumbing Permit – New Construction or Remodel: 15% of building permit fee
- K. Demolition Permit:
1. Per Building \$ 66.00
 2. Additional fee for primary structures older than 60 years of age \$ 100.00
- L. Licensed Childcare Provider Facilities Inspection: Per site visit \$ 66.00
- M. Manufactured Home Placement Permit \$ 250.00
- N. Miscellaneous Inspections not otherwise listed in fee schedule: Per site visit/inspection \$ 66.00
- O. Plan Check Fees
1. Internal Review: 65% of the buildings permit fee assessed.
 2. Third Party Review: Actual cost + 20%
- P. Re-inspection Fee (fee must be paid prior to requested inspection) \$ 66.00
- Q. Roofing Permit:
1. Residential: \$ 132.00
 2. Commercial based on project value.
- R. Signs
1. Building mounted sign \$ 100.00
 2. Additional building mounted sign \$ 50.00
 3. Pole and/or monument sign: \$50 site plan review fee + fee based on project valuation (Table 1-A).
- S. Solar Panel Permit

- 1. Residential \$ 95.00
- 2. Commercial: Fee based on project valuation (Table 1-A)
- T. Third-Party expenditures Actual cost +20%
- U. Work commencing before permit issuance: fee 2 times that of the required permit fee. Permit fees shall double.

SECTION 5: Community Development Fees (cont.) – Planning Process/Actions fees;

- A. Advertising/Publication Cost Actual Cost +20%
- B. Annexation/De-Annexation \$ 250.00
- C. Appeals (Requires a \$1,500 deposit) Actual Cost + 20%
- D. Binding Site Plan \$ 750.00
- E. Boundary Line Adjustment \$ 100.00
- F. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment \$1,000.00
- G. Comprehensive Plan, Land Use, & Title 14 Unified Development Code – Amendment proposed by a 501(c)(3) organization Waived
- H. Comprehensive Plan Urban Growth Area Amendment \$2,000.00
- I. Conditional Use Permit (CUP) \$ 500.00
- J. Critical Areas Review \$ 400.00
- K. Critical Areas Permit Project value, permit fee based on project valuation (Table 1-A)
- L. Development Agreement, Renewal, Amendment, or Assignment \$2,000.00
- M. Environmental Impact Statement (EIS) Actual Cost + 20%
- N. Master Planned Development \$2,000.00
- O. Mobile Vendor/Food Cart/Food Cart Pod See Special Use Permit Fee
- P. Multi-family Housing Tax Exemption (\$25.00 Per Dwelling Unit) \$ 150.00
- Q. Hearing Examiner Services Actual Cost + 20%
- R. Preliminary Plat \$ 900.00
- S. Plats, Final \$ 350.00
- T. Plats, Short \$ 400.00
- U. Plats, Final Short \$ 250.00
- V. Plat Amendments / Replat \$ 250.00
- W. SEPA Checklist \$ 250.00
- X. Special Use Permit \$ 150.00
 - 1. Annual renewal fee \$ 50.00
 - 2. Late annual renewal \$ 150.00
- Y. Site Plan Application: Commercial \$ 900.00
- Z. Site Plan Review - Type 1 \$ 66.00
- AA. Third Party Services Actual Cost + 20%
- BB. Variance / Non-Conforming Use \$ 500.00
- CC. Vacation Rental – Short Term Application (Per Dwelling Unit) See Special Use Permit
- DD. Zoning Amendments \$ 500.00
- EE. Zoning & Land Use Compliance Letter \$ 69.00
- FF. Wireless Communication Facilities Fees See Conditional Use Permit

SECTION 6: Engineering Site Plan / Development Support Review Fees

- Third Party Professional Services Actual Cost + 20%

SECTION 7: Fire Department Fees

A. CPR & First Aid Classes:	Actual Cost
B. Commercial Cooking Hood (New installations) Plan Review	\$ 100.00
C. EMS Basic Life Support (BLS) Transportation Services	
1. Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rate	\$ 550.00
b. BLS Emergency Rate	\$ 650.00
c. Mileage Rate	\$ 12.00/mile
2. Non-Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rates	\$ 750.00
b. BLS Emergency Rate	\$ 850.00
c. Mileage Rate	\$ 12/mile
D. Extinguisher Classes:	Actual Cost +20%
E. False Alarm Fees:	
1. Alarm system malfunction (1st call)	No Charge
2. Alarm system malfunction five or more days after notification of need for servicing (1 st call)	\$ 25.00
3. Alarm system malfunction five or more days after notification of need for servicing (2 nd call)	\$ 100.00
4. Alarm system malfunction five or more days after notification of need for servicing (after 2 nd call)	\$ 250.00
5. Accidental alarm activation (1 st call)	No Charge
6. Accidental alarm activation five days or more after notification of need for protection of alarm activation device	\$ 100.00
7. Malicious alarm activation	\$ 500.00
8. Malicious discharge of extinguisher	\$ 500.00
9. Malicious damage to fire alarm system	\$ 500.00
F. Fire Detection Systems (New Installation) Plan Review / Inspection	\$ 100.00
G. Fire Hydrants (each) Determination of Placement / Inspection	\$ 100.00
H. Fire Sprinkler Systems (per riser on new installation) Plan Review	\$ 200.00
I. Fireworks Permits for Sales	State mandated rate
J. Fireworks Use / Display Permit – Per State Mandated Rate	\$ 100.00
K. Haz Mat Fee: In accordance with the Washington State Association of Fire Chiefs	
L. Hydrant Flow Tests (By Request)	\$ 50.00
M. Nuisance Abatement Notice Fee	\$ 50.00
N. Nuisance Abatement Arranged by the Fire Department	Actual cost + 20%
O. Plan Review Fee – Initial Review	\$ 45.00 per hour
P. Plan Review Fee – For Revisions	\$ 45.00 per hour
Q. Plan Review Fee by Outside Agency / Vendor	Actual cost + 20%
R. Re-inspection Fee for Non-Compliance	\$ 100.00
S. Reports:	
1. Copy of EMS Report	See Section 1
2. Copy of Fire Report	See Section 1
3. Other Reports	See Section 1
T. Requests for Code Alternate/Variance	\$ 100.00
U. Special Inspection/Review/Permit	\$ 100.00
V. Salvage Fees for Insurance Companies:	
1. Maximum charge for single-family dwelling salvage	\$1,000.00

2. Maximum charge for commercial salvage	\$2,000.00
3. Debris removal (per cubic yard)	\$ 30.00
4. Boarding of windows and doors (per window or door)	\$ 30.00
5. Furniture salvage (per room)	\$ 40.00
6. Water removal (per sq. ft.)	\$ 2.50
7. Sump pump (flat fee plus \$15.00 per hour)	\$ 120.00

SECTION 8: Public Works Fees

A. Brush, Debris, & Leaf Collection/removal Fee Between December 31 – September 1. Charged hourly based upon current salary ordinance and actual costs +20%	
B. Banners Attached to City Property	
1. Application Fee Per Installation	\$ 69.00
2. Per Banner Installation/removal Fee	\$ 37.50
C. Commercial Cross Connection Site Inspection Fee	\$ 25.00
D. Dye Test.	\$ 25.00
E. Equipment Rental Fees:	As determined by the PW Director for each piece of equipment used.
F. Equipment charge fee:	As determined by the PW Director for each project/repair/service.
G. Fence Placement Permit	\$ 66.00
H. D. Fences over 7 feet high – see <i>Section 4 – Community Development</i>	
I. Fire Hydrant Meter & Backflow Fees:	
1. Deposit	\$ 500.00
2. Rental Fee: Per day	\$ 7.00
3. Install Fee	\$ 30.00
4. Removal Fee	\$ 30.00
5. Actual cost of water used (per 1,000 gallons):	See Section 10
J. Franchise Application; Franchise Renewal; Franchisee Transfer	\$ 5,000.00
K. Labor – During Business Hours: Based upon current salary ordinance	\$ 57.15 per hour
L. Labor – After Business Hours/Holidays: Based upon current salary ordinance	\$ 85.72 per hour
M. Leaf Collection Fee (December 31 – September 1 following year)	\$ 10.00
N. Parts, Materials, Supplies provided by Public Works	Actual Cost + 20%
O. Right-of-way Permit	\$ 100.00
P. Right-of-way Permit with street cut	\$ 200.00
Q. Sewer Lateral Locate	\$ 50.00
R. Street Repair: hourly charge based upon current salary ordinance, and actual costs +20%	
S. Third-party expenditures	Actual cost +20%

SECTION 9: Police Department Fees

A. Animal Fees	
1. For each dog designated as dangerous or potentially dangerous, annual certificate of registration (CPMC 6.12.030)	\$ 50.00
2. For each dog with written proof of spayed or neutered	\$ 15.00
3. For each dog not spayed or neutered or without written proof	\$ 30.00
4. For each Service Animal and/or lettered Emotional Support Animal.	No charge
5. Chicken/ Rabbit/ Bees Permit Fee (annual)	\$ 15.00
6. Replacement tag	\$ 1.00
7. Late registration fee (per animal, except a Service/ESA Animal)	\$ 10.00
8. Impound fee:	

a.	For the 1st and 2nd impound in a year, per impound	\$ 10.00
b.	For the 3rd impound in a year	\$ 50.00
c.	For more than 3 impounds a year, thereafter per impound	\$ 100.00
d.	Boarding, treatment, and/or destruction	Actual costs + 20%
9.	Animal at large fee:	
a.	1st offense	Civil infraction 1
b.	2nd offense within 12 months	Civil Infraction 2
c.	3rd and subsequent within 12 months	Civil Infraction 3
10.	Failure to license animal	Civil infraction 1
11.	Failure to obtain rabies vaccination/provide proof of rabies vax	Civil infraction 1
12.	Dangerous Dog – Chapter 6.32 CPMC violation	Civil infraction 2
13.	Exotic animals violation	Civil infraction 2
14.	Chicken/bees/rabbits – Chapter 6.42	Civil infraction 2
15.	Failure to secure/maintain residential rental housing license	Civil infraction 2
B.	Bike License Fees:	
1.	Lifetime license for registering owner	\$ 7.00
2.	Replacement license	\$ 1.00
C.	Code Enforcement Infractions:	
1.	Infraction 1	\$ 250.00
2.	Infraction 2	\$ 500.00
3.	Infraction 3	\$ 1,000.00
D.	Concealed Pistol License:	
1.	Original / Initial	\$ 36.00
2.	Original / Initial FBI Fee (subject to change by FBI)	\$ 13.25
3.	Renewal	\$ 32.00
4.	Late Renewal	\$ 42.00
5.	Replacement Fee	\$ 10.00
E.	Fingerprinting (per card)	\$ 10.00
F.	Impound Hearing Administrative Fee	\$ 41.00
G.	Media Fee (per incident)	\$ 10.00
H.	Parking Infraction:	
1.	First parking violation	\$ 25.00
2.	Second parking violation within a three-month period	\$ 50.00
3.	Third and subsequent parking violations within a six-month period	\$ 250.00
I.	Peddler / Solicitor License (Nonrefundable): Per person, per year	\$ 50.00
J.	Public Record Request for Police Reports (per page):	See Section 1
K.	Special Events Application Fee	
1.	90 days or more prior to start of event	\$ 55.00
2.	45-89 days prior to start of event	\$ 105.00
3.	44 -15 days prior to the start of the event	\$ 150.00
4.	14 days or less prior to the start of the event	\$ 250.00
L.	VISA Clearance Letter	\$ 10.00
M.	Video Redaction Fee (Per minute of staff time)	See Section 1

SECTION 10: Water System Charges: CPMC Title 13.04

- A. 13.04.050(A) Water System Connection Charges: Per unit charge
 - 1. Single family dwelling (including duplex – per dwelling unit) - \$3,500 per dwelling unit.
 - 2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments,

- not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit. \$ 500.00
3. Multiple family dwelling: Per dwelling and/or rental unit. \$ 3,500.00
 4. Business/commercial, or public entities will be charged as per the following schedule:
 - a. For one inch or smaller service \$ 3,500.00
 - b. For a two-inch service \$ 18,700.00
 - c. For a three-inch service \$ 37,400.00
 - d. For a four-inch service \$ 58,400.00
 - e. For a six-inch service \$ 116,700.00
 - f. Service connections larger than six inches in size will be negotiated with the city, considering the demand on the existing system and a determination of any necessary system improvements.
 5. Mobile, manufactured and modular homes: Per unit. \$ 3,500.00
 6. Gardens, lawn and agricultural use: Per connection. \$ 3,500.00
 7. Fire service connections: Per connection. \$ 4,200.00
 - B. 13.04.050(C) Front Footage Charge: When applicable
 1. Per assessed front foot of the lot. \$ 60.00
 - C. 13.04.200(A) Account Names – New Account / Transfer Fee
 1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
 - D. 13.04.210 Payment of Bills – Delinquency Charges:
 1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.
 2. The charge for hanging a red tag shut-off warning notice. \$ 20.00
 - E. 13.04.250 Discontinuance of Service – Customer’s Request – Fee.
 1. Per request to turn the service back on. \$ 15.00
 - F. 13.04.260 Discontinuance – Nonpayment of Bill.
 1. When water service has been shut off for failure to pay water charges, the reconnection charges shall be as follows:
 - a. Reconnection requested to be made during normal business: \$ 20.00
 - b. Reconnection requested to be made outside normal business: \$ 50.00
 - G. 13.04.290 Unauthorized Turn On
 1. Charge per incident. \$ 50.00
 - H. 13.04.400(A) Water Charges:
 1. Monthly residential base charge per unit. \$ 44.05
 2. Monthly business base charge per unit. \$ 61.88
 3. Consumption charge per 1,000 gallons. \$ 1.81

SECTION 11: Wastewater System Charges: CPMC Title 13.08

- A. 13.08.525(A) Connection and Modification Fees: Per Unit Charge
 1. Single family dwelling (including duplex – per dwelling unit) \$ 3,500.00
 2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be

- assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit. \$ 500.00
3. Multiple family dwelling: Per dwelling and/or rental unit. \$ 3,500.00
 4. Business/commercial: Per unit. \$ 3,500.00
 5. Public entities: Per site. \$ 3,500.00
- B. 13.08.525(B) Front Footage Charge: When applicable
1. Per assessed front foot of the lot. \$ 40.00
 2. 13.08.525(C) Wastewater Inspection Fee: Per Inspection. \$ 30.00
- C. 13.08.485(B, E) Wastewater Base Charges: Per Unit Charge
1. Monthly residential base charge per unit. \$ 53.45
 2. Monthly small flow nonresidential base charge. \$ 53.45
 3. Monthly unmetered account base charge per unit. \$ 53.45
- D. 13.08.485(B, E) Wastewater Consumption Charge: Per 1,000 gallons of consumption over 3,000 gallons consumed per month. (Large flow nonresidential customers are not given an unpaid consumption allowance.)
1. Monthly residential consumption charge per 1,000 gallons. \$ 5.11
 2. Monthly small flow nonresidential consumption charge per 1,000 gallons. \$ 5.11
 3. Monthly large flow nonresidential consumption charge per 1,000 gallons. \$ 9.28
 4. Monthly unmetered account consumption charge: For each calculated average of 1,000 gallons of consumption in accordance with 13.08.485(E). \$ 5.11
- E. 13.08.490(A) Account Transfer Charge:
1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
- F. 13.08.490(C) Billing Cycle and Due Date:
1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.
- G. 13.08.495(B) Special Considerations: Vacancy Allowance
1. Base charge per dwelling and/or rental unit \$ 53.45
- H. 13.08.500(5) Rate Reduction: Condemned/Unlivable Premises
- 1) Debt service charge per dwelling and/or rental unit (maximum one year) \$ 11.40
- I. Southwest Sewer (Lift Station No. 7) Connection Assessments
1. Single Family/Multi-Family Residential
 - a. Assessment per acre \$ 5,438.00
 - b. Cost per ERU (Equivalent residential unit) \$ 906.00
 2. Commercial
 - a. Assessment per acre \$ 5,438.00

SECTION 12: Stormwater System Charges: CPMC Title 13.15

- A. 13.15.070(C) Storm and Surface Water Charges
1. Monthly residential charge per account \$ 10.56
 2. Monthly non-residential charge per ESU \$ 10.56
 3. Monthly charge with credit per ESU \$ 7.53
- B. 13.15.070(D) Equivalent Service Unit Definition: One Equivalent Service Unit (ESU) is established at 3,500 square feet of impervious surface area. For the purpose of computation of service charges, the number of Equivalent Service Units shall be rounded to the nearest tenth (0.10).
- C. 13.15.072 Liability for payment of bill.
1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00

- D. 13.15.075 Payment of bills – Delinquent charges.
1. Delinquent Charges – 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 13: Ambulance Utility Charges: CPMC Title 13.16

- A. 13.16.070(B) Utility Fee: Classifications
1. Single Family Residential (including single unit mobile home): Per unit \$ 6.84
 2. Multiple Family (including duplex, triplex, etc.): Per unit \$ 8.17
 3. Commercial/Retail/Industrial
(based on calculation method in Section 13.16.070(C): Per ERU \$ 7.64
 4. Assisted Living/Nursing Home
(based on calculation method in Section 13.16.070(C): Per ERU \$ 56.02
 5. Public/College/Schools
(based on calculation method in Section 13.16.070(C): Per ERU \$ 7.27
- B. 13.16.070(C) Rates Formula: One Equivalent Residential Unit (ERU) is established at 1,985 square feet. For the purpose of computation of service charges, the number of Equivalent Residential Units shall be rounded to the nearest tenth (0.10).
- C. 13.16.080 Collection of Utility Fees.
1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
 3. Delinquency Charges - 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 14: Miscellaneous Fees & Charges

- A. Web Check Electronic Services Fee \$ 20.00
- B. NSF Fee \$ 20.00
- C. Stop Payment Fee \$ 25.00
- D. Business Licenses \$ 50.00
 1. Annual renewal \$ 45.00

SECTION 15: Community Events

- A. Farmers Market
1. Market Membership Fees
 - a. Annual Membership Registration Fee – January 1 – June 30th \$ 50.00
 - b. Late Application Fee – After April 30th \$ 15.00
 2. Electricity Fees Per Day
 - a. Member – standard outlet (2 plugs) \$ 5.00
 - b. Member – 50 or 30 Amp (limited availability) \$ 7.00
 - c. Non-Member – standard outlet (2 plugs) \$ 7.00
 - d. Non-Member – 50 or 30 Amp (limited availability) \$ 10.00
- B. Other City Events
1. Daily Fees
 - a. Member Daily Fee Standard Booth (10'x10') \$ 10.00
 - b. Member Daily Fee Oversize Booth (10'x20') \$ 15.00
 - c. Non-Member Daily Fee Standard Booth (10'x10') \$ 20.00
 - d. Non-Member Daily Fee Oversize Booth (10'x20') \$ 30.00
 - e. Non-Profit Daily Fee \$ 5.00
 - f. Youth Vendor Fee \$ 5.00

- C. Parks
 - 1. Reservations
 - a. First come/first served No charge
 - b. Restrict site access per hour – City resident \$ 10.00
 - c. Restrict site access per hour – Non-resident \$ 15.00
 - 2. Park setup/cleanup
 - a. Hourly (resident) Staff cost +10%
 - b. Hourly (non-resident) Staff cost +20%
- D. Special Events
 - 1. Application Fee Varies by event

SECTION 16: Vacant/Abandoned Property

- A. Vacant Property Registration and Maintenance
 - 1. Registration Fee \$ 200.00
 - 2. Annual fee for property that remains vacant through December 31 \$ 150.00
 - 3. Late Fee Additional 20%
- B. Abandoned Property
 - 1. Fee for property declared abandoned- non-construction site. \$ 500.00
 - 2. Additional annual fee after Jan 1st where the property remains abandoned. \$ 250.00
 - 3. Fee for property declared abandoned – under construction/construction stopped before completion fee due on Jan 1 or July 1 whichever date is soonest after 45 days has passed after property under construction declared abandoned and no notable and consistent construction has occurred. \$ 1,000.00
 - 4. Additional biannual fee for each 6month period the property remains abandoned and under construction/construction stopped before completion. \$ 500.00
 - 5. Late Fee Additional 20%

SECTION 17: Legal fees:

- A. Hourly charge based upon current salary ordinance. Actual costs +20%

SECTION 18: Information Technology fees:

- A. Hourly charge based upon current salary ordinance. Actual costs +20%

Effective Date: Rates, fees, and other charges shall be effective January 1, 2025; after passage and approval as provided by law.

Clerical Corrections: The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED by the City Council of the City of College Place, Washington, on the 10th day of December 2024.

APPROVED:

ATTEST:

Norma Hernández– Mayor

Maryelizabeth Garcia – City Clerk

City of College Place, Washington
RESOLUTION NO. 24-~~070XXX~~

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE RELATING TO
ADMINISTRATIVE FEES OF THE COLLEGE PLACE MUNICIPAL CODE**

WHEREAS, the City adopted Resolution 24-0073-073 on February 27, 2024 ~~December 12, 2023~~; and

WHEREAS, there is an imminent need to update and revise fees ~~for 2024~~; and

WHEREAS, the City intends to re-affirm all previously adopted administrative fees;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place that the following fees and charges shall henceforth be charged:

SECTION 1: ALL FEES ARE MANDATORY AND NON-REFUNDABLE UNLESS OTHERWISE ALLOWED BY COLLEGE PLACE MUNICIPAL CODE, RESOLUTION OF CITY OF COLLEGE PLACE CITY COUNCIL, OR APPLICABLE FEDERAL OR STATE LAW. ALL ACTUAL COSTS ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; ALL STAFF COSTS ARE BASED UPON SALARY ORDINANCE IN EFFECT AT TIME OF WORK AND ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; NOTE: CITY HAS AUTHORITY TO REQUEST A DEPOSIT BEFORE PERFORMING ANY WORK OR MAKING ANY EXPENDITURES; NOTE: MULTIPLE FEES MAY APPLY

SECTION 2: General Administrative Fees

A. Copy / Duplication / Delivery (Charges may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.)

1. General paper copies per page (b/w or color)	\$ 0.15
2. Scanned copies per page	\$ 0.10
3. Electronic files per 4 files	\$ 0.05
4. Large electronic documents per 1GB	\$ 0.10
6. Certification of copies per page	\$ 3.00
7. USB thumb drive	\$ 4.74
8. DVD/CD	\$ 0.17
9. DVD/CD paper sleeve	\$ 0.06
10. DVD/CD jewel case	\$ 0.31
11. Envelope 6x9	\$ 0.10
12. Envelope 9x12	\$ 0.17
13. Envelope 10x13	\$ 0.18
14. Envelope #10	\$ 0.04
15. Address label	\$ 0.07
16. Postage or other delivery cost	Actual cost
17. Staff time to copy and/or send files – per minute, 2 minute minimum	\$ 0.41
18. Redaction of Body Camera Footage – per minute	\$ 0.69
19. Copy/Duplication fee deposit for large copy/duplication requests	10% of estimate

- B. Other General Administrative Fees – request for *information* or *data* (versus records)
1. Requests for **information** requiring significant research – hourly charge \$ TBD
based upon current salary ordinance; actual cost for third party work + 20%
 2. Requests for data or data reports which are not in a relatively easily accessible or reportable form – hourly charged based upon current salary ordinance; actual cost for third party work + 20%; actual cost for IT product +20% \$ TBD
 3. Third-party expenditures Actual cost + 20%
 4. All other chargeable expenses- hourly charge based upon current salary ordinance \$ TBD

SECTION 3: General Code Enforcement CPMC 1.20.040

1. Civil Infraction 1 \$ 250.00
2. Civil Infraction 2 \$ 500.00
3. Civil Infraction 3 \$ 1,000.00

SECTION 4: Community Development Inspection and Permitting Fees

- A. Adult Family Home Inspection: Per site visit \$ 66.00
- B. Assisted Living Facilities Inspection: Per site visit \$ 66.00
- C. Construction Permit:

1. Building Permit & Grading Permit Fees Per Table 1-A **[Editor's Note: this table will change upon research into impact of inflation over the years.]**

TABLE 1-A - COLLEGE PLACE PERMIT FEES	
Total Valuation	Fee
\$1.00 to \$500.00	\$25.85
\$501.00 to \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100.00, or fraction hereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$76.10 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.30 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$708.05 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.05 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,553.05 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$6,178.05 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof.

2. Building and Project Valuation shall be determined by using the design professional's (Architect/Engineers) Project Cost or the most recent Building Valuation Data (BVD) Sheet. The BVD is

adjusted/updated at six-month intervals. Projects not identified in the Data Sheet will be valued by using the total project cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director.

3. Fees for repair, alteration, or remodel are based on the total Project Cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director of work to be performed as submitted by the applicant .

4. Improvements including and within the building shall be assessed as a Building Permit Fee. Site and utility-related improvements outside of the building shall be assessed as a Grading Permit Fee.

5. Project Cost provided by the Applicant shall include labor. If labor costs are not provided, the Project Cost will be increased by multiplying the project material (included sales tax) by 50%

6. A State Building Code Council (SBCC) fee will be assessed on all building permits.

a. Residential Building Permits

- | | |
|--|---------|
| i. Each building permit | \$ 6.50 |
| ii. Surcharge for each residential unit after the first unit | \$ 2.00 |

b. Commercial Building Permits

- | | |
|--|----------|
| i. Each building permit | \$ 25.00 |
| ii. Surcharge for each residential unit after the first unit | \$ 2.00 |

D. Mechanical Permit – Equivalent Appliance Replacement: Residential \$66 per appliance/unit; Commercial \$ 100.00 per appliance/unit.

E. Mechanical Permit – Commercial alteration or expansion to an existing system: Project value, permit fee per Table 1-A of this resolution.

F. Mechanical Permit – New Construction or Remodel: 15% of building permit fee.

G. Plumbing – Over the Counter Permit:

- | | |
|-----------------------------|----------|
| 1. Backflow Device | \$ 66.00 |
| 2. Water Heater | \$ 66.00 |
| 3. Building Sewer | \$ 66.00 |
| 4. Moving or Adding Fixture | \$ 66.00 |

H. Plumbing Permit – New Construction or Remodel: 15% of building permit fee

I. Demolition Permit:

- | | |
|---|-----------|
| 1. Per Building | \$ 66.00 |
| 2. Additional fee for primary structures older than 60 years of age | \$ 100.00 |

J. Licensed Childcare Provider Facilities Inspection: Per site visit \$ 66.00

K. Manufactured Home Placement Permit \$ 250.00

L. Miscellaneous Inspections not otherwise listed in fee schedule: Per site visit/inspection \$ 66.00

M. Plan Check Fees

- | | |
|---|-------------------|
| 1. Internal Review: 65% of the buildings permit fee assessed. | |
| 2. Third Party Review: | Actual cost + 20% |

N. Re-inspection Fee (fee must be paid prior to requested inspection) \$ 66.00

O. Roofing Permit:

- | | |
|---------------------------------------|-----------|
| 1. Residential: | \$ 132.00 |
| 2. Commercial based on project value. | |

P. Signs

- | | |
|---|-----------|
| 1. Building mounted sign | \$ 100.00 |
| 2. Additional building mounted sign | \$ 50.00 |
| 3. Pole and/or monument sign: \$50 site plan review fee + fee based on project valuation (Table 1-A). | |

Q. Solar Panel Permit

- | | |
|---|----------|
| 1. Residential | \$ 95.00 |
| 2. Commercial: Fee based on project valuation (Table 1-A) | |

- R. Third-Party expenditures Actual cost +20%
- S. Work commencing before permit issuance: fee 2 times that of the required permit fee. Permit fees shall double.

SECTION 5: Community Development Fees (cont.) – Planning Process/Actions fees;

A. Advertising/Publication Cost	Actual Cost +20%
B. Annexation/De-Annexation	\$ 250.00
C. Appeals (Requires a \$1,500 deposit)	Actual Cost + 20%
D. Binding Site Plan	\$ 750.00
E. Boundary Line Adjustment	\$ 100.00
E-F. Charitable Transfer Fee	\$ 750.00
F-G. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment	\$1,000.00
G-H. Comprehensive Plan, Land Use, & Title 14 Unified Development Code – Amendment proposed by a 501(c)(3) organization	Waived
H-I. Comprehensive Plan Urban Growth Area Amendment	\$2,000.00
I-J. Conditional Use Permit (CUP)	\$ 500.00
J-K. Critical Areas Review	\$ 400.00
K-L. Critical Areas Permit Project value, permit fee based on project valuation (Table 1-A)	
L-M. Development Agreement, Renewal, Amendment, or Assignment	\$2,000.00
M-N. Environmental Impact Statement (EIS)	Actual Cost + 20%
N-O. Master Planned Development	\$2,000.00
O-P. Mobile Vendor/Food Cart/Food Cart Pod Permit Fee	See Special Use
P-Q. Hearing Examiner Services	Actual Cost
+ 20%	
Q-R. Preliminary Plat	\$ 900.00
R-S. Plats, Final	\$ 350.00
S-T. Plats, Short	\$ 400.00
T-U. Plats, Final Short	\$ 250.00
U-V. Plat Amendments / Replat	\$ 250.00
V-W. SEPA Checklist	\$ 250.00
W-X. Special Use Permit	\$ 150.00
1. Annual renewal fee	\$ 50.00
2. Late annual renewal	\$ 150.00
X-Y. Site Plan Application: Commercial	\$ 900.00
Y-Z. Site Plan Review - Type 1	\$ 66.00
Z-AA. Third Party Services	Actual Cost +
20%	
AA-BB. Variance / Non-Conforming Use	\$ 500.00
BB-CC. Vacation Rental – Short Term Application Permit	See Special Use
CC-DD. Zoning Amendments	\$ 500.00
DD-EE. Zoning & Land Use Compliance Letter	\$ 69.00
EE-FF. Wireless Communication Facilities Fees	See Conditional Use Permit

SECTION 6: Engineering Site Plan / Development Support Review Fees
Third Party Professional Services

Actual Cost + 20%

Page 4 of 11

SECTION 7: Fire Department Fees

A. CPR & First Aid Classes:	Actual Cost
B. Commercial Cooking Hood (New installations) Plan Review	\$ 100.00
C. EMS Basic Life Support (BLS) Transportation Services	
1. Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rate	\$ 55 700.00
b. BLS Emergency Rate	\$ 65 800.00
c. Mileage Rate	\$ 12.00/mile
2. Non-Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rate	\$ 75 900.00
b. BLS Emergency Rate	\$ 85 1000.00
c. Mileage Rate	\$ 12/mile
D. Extinguisher Classes:	Actual Cost +20%
E. False Alarm Fees:	
1. Alarm system malfunction (1st call)	No Charge
2. Alarm system malfunction five or more days after notification of need for servicing (1 st call)	\$ 25.00
3. Alarm system malfunction five or more days after notification of need for servicing (2 nd call)	\$ 100.00
4. Alarm system malfunction five or more days after notification of need for servicing (after 2 nd call)	\$ 250.00
5. Accidental alarm activation (1 st call)	No Charge
6. Accidental alarm activation five days or more after notification of need for protection of alarm activation device	\$ 100.00
7. Malicious alarm activation	\$ 500.00
8. Malicious discharge of extinguisher	\$ 500.00
9. Malicious damage to fire alarm system	\$ 500.00
F. Fire Detection Systems (New Installation) Plan Review / Inspection	\$ 100.00
G. Fire Hydrants (each) Determination of Placement / Inspection	\$ 100.00
H. Fire Sprinkler Systems (per riser on new installation) Plan Review	\$ 200.00
I. Fireworks Permits for Sales	State mandated rate
J. Fireworks Use / Display Permit – Per State Mandated Rate	\$ 100.00
K. Haz Mat Fee: In accordance with the Washington State Association of Fire Chiefs	
L. Hydrant Flow Tests (By Request)	\$ 50.00
M. Nuisance Abatement Notice Fee	\$ 50.00
N. Nuisance Abatement Arranged by the Fire Department	Actual cost + 20%
O. Plan Review Fee – Initial Review	\$ 45.00 per hour
P. Plan Review Fee – For Revisions	\$ 45.00 per hour
Q. Plan Review Fee by Outside Agency / Vendor	Actual cost + 20%
R. Re-inspection Fee for Non-Compliance	\$ 100.00
S. Reports:	
1. Copy of EMS Report	See Section 1
2. Copy of Fire Report	See Section 1
3. Other Reports	See Section 1
T. Requests for Code Alternate/Variance	\$ 100.00
U. Special Inspection/Review/Permit	\$ 100.00
V. Salvage Fees for Insurance Companies:	
1. Maximum charge for single-family dwelling salvage	\$1,000.00

2. Maximum charge for commercial salvage	\$2,000.00
3. Debris removal (per cubic yard)	\$ 30.00
4. Boarding of windows and doors (per window or door)	\$ 30.00
5. Furniture salvage (per room)	\$ 40.00
6. Water removal (per sq. ft.)	\$ 2.50
7. Sump pump (flat fee plus \$15.00 per hour)	\$ 120.00

SECTION 8: Public Works Fees

A. Brush, Debris, & Leaf Collection/removal Fee Between December 31 – September 1. Charged hourly based upon current salary ordinance and actual costs +20%	
B. Banners Attached to City Property	
1. Application Fee Per Installation	\$ 69.00
2. Per Banner Installation/removal Fee	\$ 37.50
C. Commercial Cross Connection Site Inspection Fee	\$ 25.00
D. Dye Test.	\$ 25.00
E. Equipment Rental Fees: As determined by the PW Director for each piece of equipment used.	
F. Equipment charge fee: As determined by the PW Director for each project/repair/service.	
G. Fire Hydrant Meter & Backflow Fees:	
1. Deposit	\$ 500.00
2. Rental Fee: Per day	\$ 7.00
3. Install Fee	\$ 30.00
4. Removal Fee	\$ 30.00
5. Actual cost of water used (per 1,000 gallons):	See Section 10
H. Franchise Application; Franchise Renewal; Franchisee Transfer	\$ 5,000.00
I. Labor – During Business Hours: Based upon current salary ordinance	\$ 57.15 per hour
J. Labor – After Business Hours/Holidays: Based upon current salary ordinance	\$ 85.72 per hour
K. Leaf Collection Fee (December 31 – September 1 following year)	\$ 10.00
L. Parts, Materials, Supplies provided by Public Works	Actual Cost + 20%
M. Right-of-way Permit	\$ 100.00
N. Right-of-way Permit with street cut	\$ 200.00
O. Sewer Lateral Locate	\$ 50.00
P. Street Repair: hourly charge based upon current salary ordinance, and actual costs +20%	
Q. Third-party expenditures	Actual cost +20%

SECTION 9: Police Department Fees

A. Animal Fees	
1. For each dog designated as dangerous or potentially dangerous, annual certificate of registration (CPMC 6.12.030)	\$ 50.00
2. For each dog with written proof of spayed or neutered	\$ 15.00
3. For each dog not spayed or neutered or without written proof	\$ 30.00
4. For each Service Animal and/or lettered Emotional Support Animal.	No charge
5. Chicken/ Rabbit/ Bees Permit Fee (annual)	\$ 15.00
6. Replacement tag	\$ 1.00
7. Late registration fee (per animal, except a Service/ESA Animal)	\$ 10.00
8. Impound fee:	
a. For the 1st and 2nd impound in a year, per impound	\$ 10.00
b. For the 3rd impound in a year	\$ 50.00

c. For more than 3 impounds a year, thereafter per impound	\$ 100.00
d. Boarding, treatment, and/or destruction	Actual costs + 20%
9. Animal at large fee:	
a. 1st offense	Civil infraction 1
b. 2nd offense within 12 months	Civil Infraction 2
c. 3rd and subsequent within 12 months	Civil Infraction 3
B. Bike License Fees:	
1. Lifetime license for registering owner	\$ 7.00
2. Replacement license	\$ 1.00
C. Code Enforcement Infractions:	
1. Infraction 1	\$ 250.00
2. Infraction 2	\$ 500.00
3. Infraction 3	\$ 1,000.00
D. Concealed Pistol License:	
1. Original / Initial	\$ 36.00
2. Original / Initial FBI Fee (subject to change by FBI)	\$ 13.25
3. Renewal	\$ 32.00
4. Late Renewal	\$ 42.00
5. Replacement Fee	\$ 10.00
E. Fingerprinting (per card)	\$ 10.00
F. Impound Hearing Administrative Fee	\$ 41.00
G. Media Fee (per incident)	\$ 10.00
H. Parking Infraction:	
1. First parking violation	\$ 25.00
2. Second parking violation within a three-month period	\$ 50.00
3. Third and subsequent parking violations within a six-month period	\$ 250.00
I. Peddler / Solicitor License (Nonrefundable): Per person, per year	\$ 50.00
J. Public Record Request for Police Reports (per page):	See Section 1
K. Special Events Application Fee	
1. 90 days or more prior to start of event	\$ 55.00
2. 45-89 days prior to start of event	\$ 105.00
3. 44 -15 days prior to the start of the event	\$ 150.00
4. 14 days or less prior to the start of the event	\$ 250.00
L. VISA Clearance Letter	\$ 10.00
M. Video Redaction Fee (Per minute of staff time)	See Section 1

SECTION 10: Water System Charges: CPMC Title 13.04

- A. 13.04.050(A) Water System Connection Charges: Per unit charge
1. Single family dwelling (including duplex – per dwelling unit) - \$3,500 per dwelling unit.
 2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit. \$ 500.00
 3. Multiple family dwelling: Per dwelling and/or rental unit. \$ 3,500.00
 4. Business/commercial, or public entities will be charged as per the following schedule:
 - a. For one inch or smaller service \$ 3,500.00

b.	For a two-inch service	\$ 18,700.00
c.	For a three-inch service	\$ 37,400.00
d.	For a four-inch service	\$ 58,400.00
e.	For a six-inch service	\$ 116,700.00
f.	Service connections larger than six inches in size will be negotiated with the city, considering the demand on the existing system and a determination of any necessary system improvements.	
5.	Mobile, manufactured and modular homes: Per unit.	\$ 3,500.00
6.	Gardens, lawn and agricultural use: Per connection.	\$ 3,500.00
7.	Fire service connections: Per connection.	\$ 4,200.00
B.	13.04.050(C) Front Footage Charge: When applicable	
1.	Per assessed front foot of the lot.	\$ 60.00
C.	13.04.200(A) Account Names – New Account / Transfer Fee	
1.	New account establishment fee: Per account.	\$ 9.00
2.	Request for transfer of service: Per account.	\$ 9.00
D.	13.04.210 Payment of Bills – Delinquency Charges:	
1.	Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.	
2.	The charge for hanging a red tag shut-off warning notice.	\$ 20.00
E.	13.04.250 Discontinuance of Service – Customer’s Request – Fee.	
1.	Per request to turn the service back on.	\$ 15.00
F.	13.04260 Discontinuance – Nonpayment of Bill.	
1.	When water service has been shut off for failure to pay water charges, the reconnection charges shall be as follows:	
a.	Reconnection requested to be made during normal business:	\$ 20.00
b.	Reconnection requested to be made outside normal business:	\$ 50.00
G.	13.04.290 Unauthorized Turn On	
1.	Charge per incident.	\$ 50.00
H.	13.04.400(A) Water Charges:	
1.	Monthly residential base charge per unit.	\$ 42.77
2.	Monthly business base charge per unit.	\$ 60.08
3.	Consumption charge per 1,000 gallons.	\$ 1.76

SECTION 11: Wastewater System Charges: CPMC Title 13.08

A.	13.08.525(A) Connection and Modification Fees: Per Unit Charge	
1.	Single family dwelling (including duplex – per dwelling unit) - \$3,500 per dwelling unit.	
2.	Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit.	
3.	Multiple family dwelling: Per dwelling and/or rental unit.	\$ 3,500.00
4.	Business/commercial: Per unit.	\$ 3,500.00
5.	Public entities: Per site.	\$ 3,500.00
B.	13.08.525(B) Front Footage Charge: When applicable	
1.	Per assessed front foot of the lot.	\$ 40.00
2.	13.08.525(C) Wastewater Inspection Fee: Per Inspection.	\$ 30.00

- C. 13.08.485(B, E) Wastewater Base Charges: Per Unit Charge
- | | |
|--|----------|
| 1. Monthly residential base charge per unit. | \$ 52.40 |
| 2. Monthly small flow nonresidential base charge. | \$ 52.40 |
| 3. Monthly unmetered account base charge per unit. | \$ 52.40 |
- D. 13.08.485(B, E) Wastewater Consumption Charge: Per 1,000 gallons of consumption over 3,000 gallons consumed per month. (Large flow nonresidential customers are not given an unpaid consumption allowance.)
- | | |
|---|---------|
| 1. Monthly residential consumption charge per 1,000 gallons. | \$ 5.01 |
| 2. Monthly small flow nonresidential consumption charge per 1,000 gallons. | \$ 5.01 |
| 3. Monthly large flow nonresidential consumption charge per 1,000 gallons. | \$ 9.10 |
| 4. Monthly unmetered account consumption charge: For each calculated average of 1,000 gallons of consumption in accordance with 13.08.485(E). | \$ 4.90 |
- E. 13.08.490(A) Account Transfer Charge:
- | | |
|--|---------|
| 1. New account establishment fee: Per account. | \$ 9.00 |
| 2. Request for transfer of service: Per account. | \$ 9.00 |
- F. 13.08.490(C) Billing Cycle and Due Date:
- | | |
|---|--|
| 1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00. | |
|---|--|
- G. 13.08.495(B) Special Considerations: Vacancy Allowance
- | | |
|--|----------|
| 1. Base charge per dwelling and/or rental unit | \$ 52.40 |
|--|----------|
- H. 13.08.500(5) Rate Reduction: Condemned/Unlivable Premises
- | | |
|---|----------|
| 1) Debt service charge per dwelling and/or rental unit (maximum one year) | \$ 11.18 |
|---|----------|
- I. Southwest Sewer (Lift Station No. 7) Connection Assessments
- | | |
|---|-------------|
| 1. Single Family/Multi-Family Residential | |
| a. Assessment per acre | \$ 5,438.00 |
| b. Cost per ERU (Equivalent residential unit) | \$ 906.00 |
| 2. Commercial | |
| a. Assessment per acre | \$ 5,438.00 |

SECTION 12: Stormwater System Charges: CPMC Title 13.15

- A. 13.15.070(C) Storm and Surface Water Charges
- | | |
|---|----------|
| 1. Monthly residential charge per account | \$ 10.25 |
| 2. Monthly non-residential charge per ESU | \$ 10.25 |
| 3. Monthly charge with credit per ESU | \$ 7.31 |
- B. 13.15.070(D) Equivalent Service Unit Definition: One Equivalent Service Unit (ESU) is established at 3,500 square feet of impervious surface area. For the purpose of computation of service charges, the number of Equivalent Service Units shall be rounded to the nearest tenth (0.10).
- C. 13.15.072 Liability for payment of bill.
- | | |
|--|---------|
| 1. New account establishment fee: Per account. | \$ 9.00 |
| 2. Request for transfer of service: Per account. | \$ 9.00 |
- D. 13.15.075 Payment of bills – Delinquent charges.
- | | |
|---|--|
| 1. Delinquent Charges – 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00. | |
|---|--|

SECTION 13: Ambulance Utility Charges: CPMC Title 13.16

- A. 13.16.070(B) Utility Fee: Classifications
- | | |
|--|---------|
| 1. Single Family Residential (including single unit mobile home): Per unit | \$ 6.84 |
|--|---------|

2. Multiple Family (including duplex, triplex, etc.): Per unit \$ 8.17
3. Commercial/Retail/Industrial
(based on calculation method in Section 13.16.070(C): Per ERU \$ 7.64
4. Assisted Living/Nursing Home
(based on calculation method in Section 13.16.070(C): Per ERU \$ 56.02
5. Public/College/Schools
(based on calculation method in Section 13.16.070(C): Per ERU \$ 7.27
- B. 13.16.070(C) Rates Formula: One Equivalent Residential Unit (ERU) is established at 1,985 square feet. For the purpose of computation of service charges, the number of Equivalent Residential Units shall be rounded to the nearest tenth (0.10).
- C. 13.16.080 Collection of Utility Fees.
 1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
 3. Delinquency Charges - 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 14: Miscellaneous Fees & Charges

- A. Web Check Electronic Services Fee \$ 20.00
- B. NSF Fee \$ 20.00
- C. Stop Payment Fee \$ 25.00
- D. Business Licenses \$ 50.00
 1. Annual renewal \$ 45.00
- 1-E. Single-Family Utility Use Declaration \$ 500.00

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SECTION 15: Community Events

- A. Farmers Market
 1. Market Membership Fees
 - a. Annual Membership Registration Fee – January 1 – June 30th \$ 50.00
 - b. Late Application Fee – After April 30th \$ 15.00
 2. Electricity Fees Per Day
 - a. Member – standard outlet (2 plugs) \$ 5.00
 - b. Member – 50 or 30 Amp (limited availability) \$ 7.00
 - c. Non-Member – standard outlet (2 plugs) \$ 7.00
 - d. Non-Member – 50 or 30 Amp (limited availability) \$ 10.00
- B. Other City Events
 1. Daily Fees
 - a. Member Daily Fee Standard Booth (10'x10') \$ 10.00
 - b. Member Daily Fee Oversize Booth (10'x20') \$ 15.00
 - c. Non-Member Daily Fee Standard Booth (10'x10') \$ 20.00
 - d. Non-Member Daily Fee Oversize Booth (10'x20') \$ 30.00
 - e. Non-Profit Daily Fee \$ 5.00
 - f. Youth Vendor Fee \$ 5.00
- C. Parks
 1. Reservations
 - a. First come/first served No charge
 - b. Restrict site access per hour – City resident \$ 10.00
 - c. Restrict site access per hour – Non-resident \$ 15.00
 2. Park setup/cleanup

- | | |
|--------------------------|-----------------|
| a. Hourly (resident) | Staff cost +10% |
| b. Hourly (non-resident) | Staff cost +20% |
| D. Special Events | |
| 1. Application Fee | Varies by event |

SECTION 16: Vacant/Abandoned Property

- | | |
|--|----------------|
| A. Vacant Property Registration and Maintenance | |
| 1. Registration Fee | \$ 200.00 |
| 2. Annual fee for property that remains vacant through December 31 | \$ 150.00 |
| 3. Late Fee | Additional 20% |
| B. Abandoned Property | |
| 1. Fee for property declared abandoned- non-construction site. | \$ 500.00 |
| 2. Additional annual fee after Jan 1 st where the property remains abandoned. | \$ 250.00 |
| 3. Fee for property declared abandoned – under construction/construction stopped before completion fee due on Jan 1 or July 1 whichever date is soonest after 45 days has passed after property under construction declared abandoned and no notable and consistent construction has occurred. | \$ 1,000.00 |
| 4. Additional biannual fee for each 6month period the property remains abandoned and under construction/construction stopped before completion. | \$ 500.00 |
| 5. Late Fee | Additional 20% |

SECTION 17: Legal fees:

- | | |
|---|-------------------|
| A. Hourly charge based upon current salary ordinance. | Actual costs +20% |
|---|-------------------|

SECTION 18: Information Technology fees:

- | | |
|---|-------------------|
| A. Hourly charge based upon current salary ordinance. | Actual costs +20% |
|---|-------------------|

Effective Date: Rates, fees, and other charges shall be effective after passage and approval as provided by law.

Clerical Corrections: The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED by the City Council of the City of College Place, Washington, on the 8th 27th day of ~~October~~February 2024.

Formatted: Superscript

APPROVED:

ATTEST:

Norma Hernández– Mayor

~~MaryElizabeth Garcia~~~~Sherri St. Clair~~ – City Clerk



BOARD AND COMMISSION APPLICATION/INTEREST FORM
CITY OF COLLEGE PLACE

625 S COLLEGE AVENUE
COLLEGE PLACE WA 99324

DATE 12/02/2024 BOARD OR COMMISSION Any

NAME: ☒ Ms. ☐ Mrs. ☐ Mr. ☐ Other _____

EMPLOYER: Touchet School District

POSITION: Retired 09/2024

Teri Lesmeister

YEARS THERE: 35

EMAIL terilesmeister@gmail.com

PHONE—CELL 509 520 0185

PHONE—WORK 509 394 2352

PHONE—HOME _____

PHYSICAL ADDRESS: 846 SE Marine Drive

CITY College Place ZIP 99324 HOW LONG? 31 YRS 05 MO

☒ SAME AS ABOVE

MAILING ADDRESS: _____

IF NOT APPOINTED AT THIS TIME, MAY WE KEEP YOUR APPLICATION ON FILE? ☒ YES ☐ NO

Briefly describe your background and experience:

I graduated from Washington State University in 1989 with a BA in Elementary Education. I continued my education and earned a Master's in Education along with my principal credentials in 1994. I taught elementary school in Touchet for the past 35 years until my retirement this past Fall, September 2024. I enjoy organizing and planning. I would love an opportunity to be involved in serving my local community. My husband and I have lived in College Place for 31 years. Our three sons were born and raised in this wonderful community. I am impressed with the direction and progress our city has made recently with all the grants and projects it has undertaken, and I would like to be a part of that team.

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

As a teacher I had to be very organized and efficient with time management. Goal setting comes naturally to me not only in the short term but also in the long term, 5-10 years ahead. Working in a collaborative, collegial environment is enjoyable for me.

Discuss your motivation for serving on the Board/Commission to which you are applying:

Being recently retired, I am looking forward to new adventures and experiences where I can share my time and talents with our community.

State your goals for the City:

I would like to see our city continue to prosper and to be a part of a growing team that improves the quality of life for its residents.

RETURN APPLICATION/INTEREST FORM TO
CITY CLERK, CITY OF COLLEGE PLACE
625 S COLLEGE AVE, COLLEGE PLACE WA 99324
OR - SAVE WITH YOUR NAME IN FILE AND EMAIL TO: CLERK@CPWA.US



BOARD AND COMMISSION APPLICATION/INTEREST FORM
CITY OF COLLEGE PLACE

625 S COLLEGE AVENUE
COLLEGE PLACE WA 99324

DATE 11/06/2024 BOARD OR COMMISSION Utilities & Transportation Advisory Commission

NAME: ☒ Ms. ☐ Mrs. ☐ Mr. ☐ Other _____

EMPLOYER: Walla Walla Valley MPO

POSITION: Executive Director

Andy Gomez

YEARS THERE: 3

EMAIL andy@wwwmpo.org

PHONE—CELL 786-314-4655

PHONE—WORK 509-876-8002

PHONE—HOME _____

PHYSICAL ADDRESS: 107 S. 3 Ave.

CITY Walla Walla ZIP 99362 HOW LONG? 3 YRS 0 MO

☒ SAME AS ABOVE

MAILING ADDRESS: _____

IF NOT APPOINTED AT THIS TIME, MAY WE KEEP YOUR APPLICATION ON FILE? ☒ YES ☐ NO

Briefly describe your background and experience:

I have a Master of Science in Urban and Regional Planning with an emphasis in Transportation Planning/ Economic Development and over 30 years' experience working for regional and local government agencies as well as large multinational consulting firms. I have a record of success collaborating with stakeholders and elected officials reaching agreements on various approaches developing federal, state and locally required documents and process.

- ☐ Responsible for planning the roadways, bicycle facilities, trailways, transit, and freight to accommodate the demands of the region's current population in addition to decades in the future.
- ☐ Develop and/ or evaluate long range transportation plans, transit development plans, travel demand models, transportation funding programs, corridor studies and present facts and conclusions clearly and effectively in oral, written and graphic form to the public, stakeholders, elected officials and technical audience.
- ☐ Managing the Transportation Improvement Program, including the expenditure of federal funds for all transportation funding categories by federal fiscal year for highway, non-motorized and transit projects.

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

My education includes a Master of Science in Urban and Regional Planning and a Master of Science in Economics. I have experience developing traffic impact studies, neighborhood studies, transportation plans, and subarea transportation studies. I am currently involved in various transportation boards and in some cases hold leadership positions.

Discuss your motivation for serving on the Board/Commission to which you are applying:

The City of College Place is a member of the Walla Walla Valley MPO. City staff participate in the MPOs Technical Advisory Committee and the Policy Board. Serving in this board will allow me to have a better understanding of the city's transportation priorities and the challenges they are experiencing.

State your goals for the City:

Enhance the safety, connectivity, and condition of our transportation system to provide sustainable, resilient, safe, convenient, and efficient mobility for all users—residents, workers, and visitors—while enriching quality of life and reflecting community character.

RETURN APPLICATION/INTEREST FORM TO
CITY CLERK, CITY OF COLLEGE PLACE
625 S COLLEGE AVE, COLLEGE PLACE WA 99324
OR - SAVE WITH YOUR NAME IN FILE AND EMAIL TO: CLERK@CPWA.US



BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324
509-529-1200

Date: 6/1/2023

Please Indicate the Board or Commission Applying for: UTAC

Name: ☐ Ms. ☒ Mrs. ☐ Mr. <u>Claudia Santellano</u>		Employer <u>Walla Walla University</u>	Position & Years <u>Director for Alumni & Parent Relations, 16 yrs.</u>
Physical Address <u>633 W Whitman Dr.</u>		City <u>College Place</u>	Zip <u>99324</u>
Home Phone <u>509-730-1841</u>	Cell Phone <u>509-730-1841</u>	Business Phone <u>509-527-2644</u>	
Mailing Address ☒ Same as Physical Address		City	Zip
Email Address <u>claudia.santellano@wallawalla.edu</u>			
How did you hear of the opening? <u>Mike</u>			
Do you live in the City? If yes, how long have you lived in the City? <u>Yes, 16 yrs.</u>		May we keep your name on a list if not appointed at this time? <u>Yes.</u>	
Briefly describe your background and experience: <u>Interested in my community. Public relations!</u>			

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

work and life experience

Discuss your motivation for serving on the Board/Commission to which you are applying:

Service to my city and community

State your goals for the City:

Help it to continue to grow
and continue to a welcoming
space and environment for all.

Return application to: City Clerk, City of College Place
625 S College Ave.
College Place WA 99324

Or email to: LNeissl@cpwa.us



BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324
509-529-1200

Date: 8/12/24

Please Indicate the Board or Commission Applying for: EDTEC

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Kirk Amick	Employer Community Bank	Position & Years EVP Chief Credit Officer - 8 years	
Physical Address 1288 SE Commercial Dr		City College Place	Zip 99324
Home Phone 541-212-4183	Cell Phone 541-212-4183	Business Phone 509-593-0035	
Mailing Address ☒ Same as Physical Address	City		Zip
Email Address kamick@communitybanknet.com			
How did you hear of the opening? Current EDTEC member Bruce Morehead			
Do you live in the City? If yes, how long have you lived in the City? No		May we keep your name on a list if not appointed at this time? Yes	
Briefly describe your background and experience: I have been a banker for the last ~20 years working in a commercial lending and management roles most of that time. I have been in an executive management role for the last 13 years and directly oversee Community Bank's lending functions which include managing loan production staff, underwriting, and collections. I am a member of the bank's Asset Liability Management Committee, Risk Management Committee, and Board Loan Committee. In addition to my work at the bank, I am actively engaged with the College Place School District through various channels, including boosters and FFA/Ag Advisory.			

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

I have an undergraduate finance degree, an MBA, and graduated from the Pacific Coast Banking School.

My experience in banking and commercial lending would directly correlate with the work of EDTEC. Additionally, I have experience with commercial construction activities from the financing side.

Discuss your motivation for serving on the Board/Commission to which you are applying:

While I'm not a College Place resident, I do live across from the Martin Airfield, my wife and I both work in College Place, and my children attend College Place schools. Banking and finance/lending is part of the economic engine that allows for growth and development of communities and I believe my background and experience would greatly benefit the commission.

As College Place grows, I would like to play my part in assisting with that growth and volunteering my expertise to further that growth.

State your goals for the City:

I would like to continue to see what the City has been doing over the last several years with infrastructure upgrades, street improvements, livability improvements that include sidewalks, park upgrades and expansion, and furthering the capacity and desire for new businesses to move into the community.

I would like to see the City increase public park spaces to allow for "in City" activities for residents and surrounding community members. I would like to see a continued push to attract new businesses that provides for additional economic growth and employment opportunities locally.

Return application to: City Clerk, City of College Place
625 S College Ave.
College Place WA 99324

Or email to: LNeissl@cpwa.us



**BOARD AND COMMISSION APPLICATION/INTEREST FORM
CITY OF COLLEGE PLACE**

**625 S COLLEGE AVENUE
COLLEGE PLACE WA 99324**

DATE 11/12/2024 BOARD OR COMMISSION Lodging Tax

NAME: ☐ Ms. ☒ Mrs. ☐ Mr. ☐ Other _____

EMPLOYER: none

POSITION: _____

Anne-Marie Bauman

YEARS THERE: _____

EMAIL annemariebauman1910@gmail.com

PHONE—CELL _____

PHONE—WORK 509-593-9120

PHONE—HOME _____

PHYSICAL ADDRESS: 1910 SE Sunflower Ct,

CITY College Place ZIP 99324 HOW LONG? 27 YRS _____ MO

☒ SAME AS ABOVE

MAILING ADDRESS: _____

IF NOT APPOINTED AT THIS TIME, MAY WE KEEP YOUR APPLICATION ON FILE? ☒ YES ☐ NO

Briefly describe your background and experience:

College Place School Board: 2021 - present

College Place Planning Commission: 1992-1996

Treasurer Trinity Baptist Church Walla Walla: 1997-2017 and 2024 - present

Sunday School Teacher Trinity Baptist: 2004 - present

Engineering degree: U of WA 1987

Professional Engineer: 1994

Engineering work: 1987-2000

Pilot's license: 1986

Ham Radio license: 1990

HOMEMAKER: 1994-present

Head care giver for kids and their grandma, DIY sprinkler technician, DIY maintenance manager, landscaper and home remodeler.

Rental manager (one unit): 2023-present

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

I am a long-time citizen of College Place and I think I have a good handle on what is good for our community. I have a lot of experience with budgets from my work as Treasurer. My work on the College Place School Board has taught me to be aware of the needs in our community.

Discuss your motivation for serving on the Board/Commission to which you are applying:
I enjoy thinking about how our young people will carry on a vision for the community of College Place and I want to empower them to lead on into the future. I would like to see the City plan projects that will benefit the community for many years to come.

State your goals for the City:
College Place should be a safe community for people to raise families. It should have good schools, parks and affordable housing. It should have services that benefit the marginalized community members as well as the rest of the population. We as citizens should value and respect ALL people.

RETURN APPLICATION/INTEREST FORM TO
CITY CLERK, CITY OF COLLEGE PLACE
625 S COLLEGE AVE, COLLEGE PLACE WA 99324
OR - SAVE WITH YOUR NAME IN FILE AND EMAIL TO: CLERK@CPWA.US

City of College Place, Washington
ORDINANCE NO. 24-020

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WALLA WALLA COUNTY, WASHINGTON ADOPTING THE BUDGET FO THE CITY FOR THE YEAR 2024 AND PROVIDING AN EFFECTIVE DATE THEREOF.

Whereas, the City of College Place Council has approved capital expenditures that were not correctly stated in the budget; and

Whereas, the City incorrectly stated revenue and expenditures in different funds; and

Whereas, the 2024 Budget needs to reflect the approved change authorized by the College Place City Council; and

Now therefore, the City Council of the City of College Place do hereby Ordain as follows:

Section 1: Ordinance No 23-017 and the budget for the City of College Place is hereby amended for the year 2024 as follows:

Fund	Title	Revenues	Expenditures
001	Current Expense Fund	10,895,550	10,895,550
005	Current Expense Reserve Fund	590,745	590,745
012	Technology Reserve Fund	979,211	979,211
061	Employee Benefit Reserve Fund	495,296	495,296
100	Street Fund	1,447,451	1,447,451
120	Criminal Justice Fund	69,998	69,998
121	Forfeited Proceeds Fund	2,079	2,079
130	Hotel/Motel Tax	104,145	104,145
201	ULTGO Bond Fund	507,711	507,711
301	Street Capital Contribution Fund	64,149	64,149
305	Capital Improvement Fund (REET 1)	1,158,073	1,158,073
306	Capital Improvement Fund (REET 2)	6,634,479	6,634,479
309	CDBG Projects Fund	324,400	324,400
311	Street Improvement Fund	4,256,549	4,256,549
315	Facility Maintenance Reserve Fund (CE)	991,933	991,933
320	Equipment Reserve Fund	1,635,538	1,635,538
330	Economic Development Fund	283,770	283,770
340	Economic Development Reserve Fund	74	74
350	Transportation Benefit District Fund (New)	155,000	155,000
360	Tax Increment Financing Fund (New)	7,000,000	7,000,000
400	Water Fund	2,848,145	2,848,145
401	Wastewater Fund	5,597,536	5,597,536
402	Stormwater Fund	1,092,128	1,092,128
403	Stormwater Capital Reserve Fund	2,469,663	2,469,663
410	Water Capital Reserve Fund	4,720,495	4,720,495
411	Wastewater Capital Reserve Fund	9,849,585	9,849,585
412	Wastewater Debt Service Fund	1,828,222	1,828,222
413	Water Capital Improvement Reserve Fund	2,726,900	2,726,900
425	Water Revenue Bond Fund	713,823	713,823
426	Water Bond Reserve Fund	154,808	154,808
431	Water System Construction Fund	1,545,139	1,545,139
440	Ambulance Utility Fund	2,065,963	2,065,963
500	Equipment Rental & Replacement	1,005,010	1,005,010
625	Flexible Benefits Plan Fund	26,105	26,105
	Total All Funds	74,239,672	74,239,672

Section 2: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4: Effective Date. This ordinance shall take effect and be in full force five days after its passage and publication as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 10th day of December 2024.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Maryelizabeth Garcia, City Clerk

Rea Culwell, City Attorney

College Place - Final Budget 2024 Amendment

Fund	Description	Beginning Fund Balance	Revenue	Expenditure	Surplus/(Deficit)	Ending Fund Balance
001	Current Expense Fund	2,123,424	8,772,125	9,032,306	(260,181)	1,863,244
005	Current Expense Reserve Fund	585,745	5,000	20	4,980	590,725
012	Technology Reserve Fund	400,211	579,000	687,981	(108,981)	291,230
061	Employee Benefit Reserve Fund	441,296	54,000	112,475	(58,475)	382,821
Total Current Expense		3,550,676	9,410,125	9,832,782	(422,657)	3,128,020
120	Criminal Justice Fund	49,596	20,402	20,630	(228)	49,368
121	Forfeited Proceeds Fund	2,059	20	-	20	2,079
130	Hotel/Motel Tax	63,645	40,500	38,403	2,097	65,742
Total Special Revenue Funds		115,300	60,922	59,033	1,889	117,189
201	ULTGO Bond Fund	18,161	489,550	489,450	100	18,261
240	Local Improvement District - Autumn Meadows	-	221,000	221,000	-	-
Total Debt Service Funds		18,161	489,550	489,450	100	18,261
305	Capital Improvement Fund (REET 1)	704,417	453,656	1,009,101	(555,445)	148,972
306	Capital Improvement Fund (REET 2)	1,356,288	5,278,191	4,750,000	528,191	1,884,479
309	CDBG Projects Fund	0	324,400	324,400	-	0
315	Facility Maintenance Reserve Fund (CE)	766,933	225,000	499,802	(274,802)	492,131
320	Equipment Reserve Fund	198,637	1,436,901	1,162,384	274,517	473,154
330	Economic Development Fund	113,395	170,375	260,000	(89,625)	23,770
340	Economic Development Reserve Fund	74	-	-	-	74
350	Transportation Benefit District Fund (New)	-	155,000	150,000	5,000	5,000
360	Tax Increment Financing Fund (New)	-	7,000,000	500,000	6,500,000	6,500,000
Total Capital Reserve Funds		3,139,744	15,043,523	8,655,687	6,387,836	9,527,580
100	Street Fund	392,139	1,055,312	990,661	64,651	456,791
301	Street Capital Contribution Fund	4,139	60,010	40,000	20,010	24,149
311	Street Improvement Fund	124,149	4,132,400	3,006,013	1,126,387	1,250,536
Total Street Funds		520,427	5,247,722	4,036,674	1,211,048	1,731,476
400	Water Fund	612,944	2,235,201	2,350,049	(114,848)	498,096
410	Water Capital Reserve Fund	1,182,195	3,538,300	3,647,647	(109,347)	1,072,848
413	Water Capital Improvement Reserve Fund	1,059,270	1,667,629	1,530,291	137,338	1,196,608
426	Water Bond Reserve Fund	150,808	4,000	802	3,198	154,006
431	Water System Construction Fund	1,195,139	350,000	265,000	85,000	1,280,139
Total Water Fund		4,200,356	7,795,130	7,793,789	1,342	4,201,697
401	Wastewater Fund	2,317,435	3,280,101	2,715,293	564,808	2,882,243
411	Wastewater Capital Reserve Fund	2,860,348	6,989,237	7,136,604	(147,367)	2,712,982
412	Wastewater Debt Service Fund	1,193,222	635,000	431,928	203,072	1,396,294
425	Water Revenue Bond Fund	371,723	342,100	313,200	28,900	400,623
Total Waste Water Fund		6,742,728	11,246,438	10,597,025	649,413	7,392,141
402	Stormwater Fund	549,320	542,808	671,094	(128,286)	421,034
403	Stormwater Capital Reserve Fund	371,852	2,097,811	2,089,735	8,076	379,928
Total Stormwater Fund		921,172	2,640,619	2,760,829	(120,210)	800,962
440	Ambulance Utility Fund	572,163	1,493,800	1,508,682	(14,882)	557,282
500	Equipment Rental & Replacement	310,510	694,500	689,119	5,381	315,891
625	Flexible Benefits Plan Fund	14,105	12,000	12,000	-	14,105
Total Funds		20,105,343	54,134,330	46,435,069	7,699,261	27,804,603

2024 Final Budget Adjustment

GL Code	Description	YTD Activity	Total Budget	Variance	Est Balance	DR	CR	NetIEFB	Explanation
001-322-10-00-00	322 Building/Structures/Equip	146,508.19	400,000.00	(253,493.81)	200,000.00	200,000.00			Expected Development not started as expected
001-322-10-00-01	322 Building Dept Plan Check / Review Fees	83,075.90	250,000.00	(166,924.10)	150,000.00	100,000.00			Expected Development not started as expected
001-334-06-00-00	334 State Grant-Other	10,000.00	332,689.66	(322,689.66)	250,000.00	82,689.66			Grant for Sallyport Conversion not received
001-382-10-00-02	382 Developer Bond / Deposit For Project	-	200,000.00	(200,000.00)	-	200,000.00			Projects not started
001-397-00-15-23	397 Interfund Transfers - Ambulance	520,994.56	-	520,994.56	600,000.00		600,000.00	(17,310.34)	Transfer of Joint Fire & Ambulance costs in fund 440
001-594-18-64-19	594 Facilities Machinery/Equipment	-	320,000.00	(320,000.00)	-	582,689.66	600,000.00		Generator for City Hall delayed
001-594-21-64-10	594 Machinery & Equipment - Grant Funded	57,793.60	2,500.00	55,293.60	57,793.60	55,293.60	320,000.00		Traffic Cameras - Grant Funds received in 2023
001-594-76-63-00	594 Other Improvement Parks	142,799.31	100,000.00	42,799.31	150,000.00	50,000.00			Additional Park costs setting up Farmer Market
001-597-00-13-12	597 Transfer to LID	220,994.56	-	(220,994.56)	220,994.56	221,000.00			CE funding of Autumn Meadows LID improvements
001-597-00-15-24	597 Transfer To 320 For Equipment Replacement	275,000.00	-	(275,000.00)	275,000.00	275,000.00			Streets Stellar truck costs approved in 2023
001-508-91-00-01	508 Ending Fund Balance	-	2,127,226.90			601,293.60	320,000.00	281,293.60	
100-397-00-00-02	397 IFT Street Imp to Streets	150,000.00	-	150,000.00	150,000.00		263,983.26	1,863,243.64	Street Improvement Capital Transfer
100-508-41-00-04	508 Ending Fund Balance	-	309,790.62			150,000.00		456,790.62	
240-397-00-13-12	397 Transfer from CE	220,994.56	-	220,994.56	220,994.56		221,000.00		CE funding of Autumn Meadows LID improvements
240-595-68-63-00	595 Capital Exp Other	220,994.56		220,994.56	220,994.56	221,000.00			
301-345-88-01-23	345 Street Capital Developer Contributions	-	380,828.00	(380,828.00)	-	320,828.00			Projects not started as expected in 2024 Capital
301-597-00-03-11	597 Interfund Transfer To Street Improvement Fund	-	320,828.00	320,828.00	-		320,828.00		Projects not started as expected in 2024 Capital
306-397-00-31-34	397 IFT 308 to 311	275,000.00	-	275,000.00	275,000.00		275,000.00		Transfer for Cash Flow
306-594-76-63-04	594 Other Improvements - Parks REET II	2,312,658.54	-	2,312,658.54	3,000,000.00	3,000,000.00			LP Costs included in other expense codes
306-595-30-63-36	595 Other Capital Improvements - REET 2	240,653.03	3,720,000.00	(3,479,346.97)	1,000,000.00		2,720,000.00		LP Carryover to 2025
306-595-30-63-37	595 Other Capital Improvements - Grant Reimbursed	194,178.12	2,280,000.00	(2,085,821.88)	750,000.00		1,530,000.00		LP Carryover to 2025
306-508-41-00-00	508 Ending Fund Balance	-	359,479.08			3,000,000.00	4,250,000.00	1,884,479.08	LP Carryover to 2025
311-334-00-10-11	334 State Grant From Legislature	-	214,687.84	(214,687.84)	214,687.84	214,687.84			Additional Grant funds received on Damson street project
311-334-03-80-08	334 TIB Overlay Grants	1,636,084.75	688,088.00	947,996.75	2,000,000.00		1,311,912.00		Sales tax started later than anticipated in budget
311-397-00-00-37	397 Interfund Transfer - 350 to 311	-	381,000.00	(381,000.00)	150,000.00	231,000.00			TIF Projects not started as anticipated
311-397-00-00-38	397 Interfund Transfer - 350 to 311	-	4,090,032.00	(4,090,032.00)	500,000.00	3,590,032.00			Projects not started - no developer deposits
311-397-00-03-11	397 IF Transfer From Street Cap Devr Comibts Fund	220,000.00	320,828.00	(100,828.00)	220,000.00	320,828.00			Economic Development cost transfer for Streets projects
311-397-00-03-30	397 Transfer From Economic Development Fund	407,798.88	-	407,798.88	450,000.00		4,356,547.84		The waste water costs portion of complete streets project
311-397-00-03-31	397 IFT WW Capital to Street Capital	-	-	-	220,000.00		1,981,912.00		
311-595-30-63-20	595 Street Fund Capital Project Roadways	616,930.58	5,345,176.00	(4,728,245.42)	1,500,000.00		3,845,176.00		Street project carryover to 2025
311-597-00-00-02	597 IFT SI Imp to Street Fund	150,000.00	-	(150,000.00)	150,000.00	150,000.00			Street Improvement Capital Transfer
311-597-00-31-34	597 IFT 311 to 306	275,000.00	-	(275,000.00)	275,000.00	275,000.00			Transfer for Cash Flow
311-508-41-00-12	508 Ending Balance	-	204,995.53			425,000.00	3,845,176.00	1,250,535.69	
315-391-20-04-12	391 Revenue Bond Proceeds	-	2,000,000.00	(2,000,000.00)	-	2,000,000.00			Campus Building project delayed for funding
315-594-18-62-17	594 Capital Exp - Buildings	306,859.12	2,105,944.00	1,799,084.88	305,944.00		1,800,000.00		Campus Building project delayed for funding
315-508-41-00-13	508 Ending Fund Balance	-	692,130.97				200,000.00	492,130.97	
320-397-00-15-24	397 Transfer From Bldg/Facilities For Equip Replace	275,000.00	-	275,000.00	275,000.00		275,000.00		CE Transfer to support facility projects
320-508-41-00-14	508 Ending Balance - Equipment Reserve Fund	-	198,153.91			275,000.00		473,153.91	
330-397-00-41-33	397 Transfer From Wastewater Fund To Econ Dev Fund	130,000.00	-	130,000.00	130,000.00		130,000.00		Waste water transfer to Economic Development fund
330-597-00-03-30	597 Transfer To Street Improvement Fund	220,000.00	(220,000.00)	220,000.00	220,000.00			23,770.08	Economic Development cost transfer for Streets projects
330-508-41-00-15	508 Ending Balance	-	113,770.08				90,000.00		
350-313-21-00-00	313 Sales Tax - TBD	-	381,000.00	(381,000.00)	-	381,000.00			Sales Tax transferred to another account
350-313-21-00-01	313 Public Transportation Tax	87,953.34	-	87,953.34	155,000.00		155,000.00		Sales Tax since May 2024
350-597-00-00-37	597 Interfund Transfer 350 to 311	-	381,000.00	381,000.00	150,000.00		231,000.00		Transfer to street projects
350-508-41-00-28	508 Ending Balance	-	-	-			(5,000.00)	5,000.00	
360-391-10-00-04	391 Revenue Bond Proceeds - TIF	-	4,090,032.00	(4,090,032.00)	7,000,000.00		2,909,968.00		TIF Bond proceeds actual
360-597-00-00-38	597 Interfund Transfer - 380 to 311	-	4,090,032.00	4,090,032.00	500,000.00		3,590,032.00		TIF Projects not started as anticipated
360-508-41-00-18	508 Ending Fund Balance	-	-	-		6,500,000.00		6,500,000.00	
400-397-00-00-32	397 Interfund Transfer Fund 431 To Fund 400	-	285,000.00	(285,000.00)	200,000.00	85,000.00			Reduced Interfund Transfer
400-508-51-00-01	508 Ending Balance	-	583,095.86				85,000.00	498,095.86	
401-597-00-41-33	597 Transfer From Wastewater Fund To Econ Dev Fund	130,000.00	-	(130,000.00)	130,000.00				Reduced Interfund Transfer

GL Code	Description	YTD Activity	Total Budget	Variance	Est Balance	DR	CR	Net/FEB	Explanation
401-508-51-00-02	508 Ending Balance		3,012,243.16				130,000.00	2,882,243.16	
402-334-03-10-04	334 St Dir/Ind Grt From Dept Of Ecology - SW Capacity	114,446.24	-	114,446.24	114,446.24	120,000.00			Grant not received, project delayed
402-508-51-00-03	508 Ending Balance		541,034.49				120,000.00	421,034.49	
403-334-00-10-43	334 State Grant From Legislature	-	555,000.00	(555,000.00)	555,000.00	555,000.00	-		Grant not received, project delayed
403-594-31-63-03	594 Stormwater System Design Eng - Grant Funded	21,699.34	1,288,365.00	(1,266,675.66)	711,675.66		555,000.00		Grant not received, project delayed
410-321-50-00-40	321 Utility Permits	47,181.53	428,857.00	(381,675.47)	300,000.00	128,857.00			Construction starts less than expected
410-331-97-00-00	331 Fed Dir Grt Fr Dept Of Homeland Security	-	1,300,000.00	(1,300,000.00)	1,300,000.00	1,300,000.00			Funding moved to 2025
410-334-00-10-41	334 State Grant From Legislature	-	1,769,187.50	(1,769,187.50)	1,500,000.00	1,769,187.50			Funding moved to 2026
410-334-04-20-40	334 State Grant From Dept Of Commerce	175,000.00	50,000.00	125,000.00	175,000.00		125,000.00		Timing of water capital projects
410-391-80-04-10	391 DWSRF Loan From EPA/WA St Dept Of Health	494,691.14	-	494,691.14	500,000.00		1,000,000.00		Timing of water capital projects
410-391-80-04-14	391 DOC PWTF Loan PR22-96103-062	476,509.28	1,619,868.00	(1,143,358.72)	1,200,000.00	419,868.00			Timing of water capital projects
410-391-80-04-16	391 DOC PWTF Loan PR22-96103-011	226,371.81	106,372.00	119,999.81	250,000.00	143,628.00			Timing of water capital projects
410-391-80-04-17	391 DOC PWTF Loan PR24-96103-008	221,329.36	-	221,329.36	250,000.00		250,000.00		Timing of water capital projects
410-594-34-63-03	594 DOC PR22-96103-011	421,540.61	4,733,850.00	(4,312,309.39)	1,500,000.00	3,617,912.50			Timing of water capital projects
410-594-34-63-09	594 Water Capital	476,509.28	187,500.00	289,009.28	750,000.00	562,500.00			Move actual expenditures to correct grant code
410-594-34-63-13	594 Water Capital	226,371.81	-	226,371.81	500,000.00	500,000.00			Move actual expenditures to correct grant code
410-594-34-63-14	594 Water Capital	221,329.36	-	221,329.36	500,000.00	500,000.00			Move actual expenditures to correct grant code
410-508-41-00-18	508 Ending Balance		1,500,782.85	(1,500,782.85)		1,562,500.00	3,233,850.00	1,072,848.35	
411-331-10-04-03	331 Fed Dir Grt Fr Dept Of Agriculture - USDA SWSEWER	342,032.13	3,500,000.00	(3,157,967.87)	342,032.13	3,157,967.87			Grant Carryover to 2025
411-331-11-00-01	331 Fed Dir Grt Fr The Department Of Commerce	-	3,510,000.00	(3,510,000.00)	1,000,000.00	2,510,000.00			Project timing
411-334-00-14-11	334 State Grant From Legislature	-	3,000,000.00	(3,000,000.00)	-	3,000,000.00			Project timing
411-391-20-04-11	391 Revenue Bond Proceeds	436,260.73	-	436,260.73	500,000.00		500,000.00		Project timing
411-397-41-24-11	397 Transfer Of Surplus To Capital Reserve	-	200,000.00	(200,000.00)	-	200,000.00			Project timing
411-594-35-63-07	594 Wastewater Capital Equipment	342,032.13	-	342,032.13	342,032.13	8,867,967.87	500,000.00		2023 Grant reimbursement
411-594-35-63-04	594 Wastewater Capital Equipment	(188,099.84)	5,000,000.00	(5,188,099.84)	500,000.00	342,032.13			Project timing
411-594-35-63-05	594 Wastewater Capital Equipment	504,496.42	3,000,000.00	(2,495,503.58)	1,000,000.00		4,500,000.00		Project timing
411-594-35-63-06	594 Wastewater Capital Equipment	71,085.30	1,000,000.00	(928,914.70)	500,000.00		2,000,000.00		Project timing
411-594-35-64-41	594 Wastewater Capital Equipment	1,114,889.32	5,123,206.00	(4,008,316.68)	3,000,000.00		500,000.00		Project timing
411-597-00-03-31	597 IFT - Street Capital to WW Capital	407,798.88	-	(407,798.88)	450,000.00	450,000.00			The waste water costs portion of complete streets project
411-508-41-00-19	508 Ending Balance		2,749,775.58	(2,749,775.58)		792,032.13	9,123,206.00	2,712,981.58	
412-597-41-24-11	597 Transfer Of Surplus To Capital Reserve	-	200,000.00	200,000.00	-		36,794.00		Project timing
412-508-41-00-20	508 Ending Balance		1,196,293.90			200,000.00	200,000.00	1,396,293.90	Transfer not required
431-597-00-00-32	597 Interfund Transfer Fund 431 To Fund 400	-	285,000.00	285,000.00	200,000.00				Transfer not required
431-508-41-00-25	508 Ending Balance		1,195,138.89			85,000.00	85,000.00	1,280,138.89	Reduced Interfund Transfer
440-342-21-41-02	342 Emergency/Medical Services	289,793.22	613,240.00	(313,446.78)	400,000.00				EMS revenues lower than expected
440-342-60-00-06	342 Ambulance Utility Charges	514,173.70	250,000.00	264,173.70	700,000.00	213,240.00	450,000.00		AU revenues higher than expected
440-597-00-15-23	597 Interfund Transfer	520,994.56	325,000.00	(195,994.56)	600,000.00	275,000.00			Transfer of Joint Fire & Ambulance costs in fund 440
440-508-51-00-05	508 Ending Balance		595,521.83				38,240.00	557,281.83	

POLICE DEPARTMENT
625 South College Avenue
College Place, Washington 99324
(509) 394-8550
www.cpwa.us


Chief Troy E. Tomaras
College Place Police Department

Country Gate
Signature

A circular notary seal for Marianne K Barr, a Notary Public in the State of Washington. The seal features a double-lined border. The outer ring contains the text "MARIANNE K BARR" at the top and "STATE OF WASHINGTON" at the bottom. The inner ring contains "COMMISSION EXPIRES" at the top and "NOTARY PUBLIC" at the bottom. In the center, the commission number "137651" and the expiration date "8-09-28" are displayed.

Margaret K Bay
Notary Public in and for the state of Washington,
residing at Walla Walla, Washington.

POLICE DEPARTMENT
625 South College Avenue
College Place, Washington 99324
(509) 394-8550
www.cpwa.us

Troy Tamar
Chief Troy E. Tamar

[illegible]

I, Estela Gonzalez, do solemnly swear (or affirm) that I will faithfully and impartially discharge the duties of my office as prescribed by law and to the best of my ability, will support the Constitution of the United States and the Constitution and Laws of the state of Washington, and ordinances of the City of College Place as a Peace Officer, to which position I have been appointed.

Estu Jm

Subscribed and sworn before me on this 15th day of November, 2024.



Mananur K Gov

Notary Public in and for the state of Washington,
residing at Walla Walla, Washington.

Michael Rizzitiello

From: Brian Enslow <brian@arbutusllc.com>
Sent: Wednesday, November 27, 2024 7:23 PM
To: Michael Rizzitiello
Subject: Fwd: College Place Fire Dept Energy Efficiency Project

FYI.

Brian Enslow
360.489.8121

Begin forwarded message:

From: "Davis, Bryce (COM)" <bryce.davis@commerce.wa.gov>
Date: November 27, 2024 at 4:56:52 PM PST
To: Brian Enslow <brian@arbutusllc.com>
Subject: College Place Fire Dept Energy Efficiency Project

Hello Brian,

My name is Bryce Davis and I will be the Commerce contract manager for the College Place Fire Dept Energy Efficiency project. I wanted to introduce myself and let you know we are getting ready to start drafting the contract.

One of the first steps to getting under contract will be filling out the intake form. My colleague is drafting an email that you should receive sometime next week. Once you have a chance to look over the intake instructions let's set up a time for a video call to discuss intake materials and project timeline.

Feel free to reach out with any questions in the meantime.

Thank you,

Bryce Davis (he/his) | PROGRAM MANAGER
Energy | Energy Programs in Communities (EPIC)
Washington State Department of Commerce
(206) 613-7664
Work schedule: 6:30a – 5:30p, Mon - Thurs

www.commerce.wa.gov | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Subscribe](#)

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.

City of College Place

City Fire Station Upgrades



Meeting Purpose & Agenda

Meeting Purpose:

- Review Investment Grade Audit
- Approve moving forward with Construction Contract

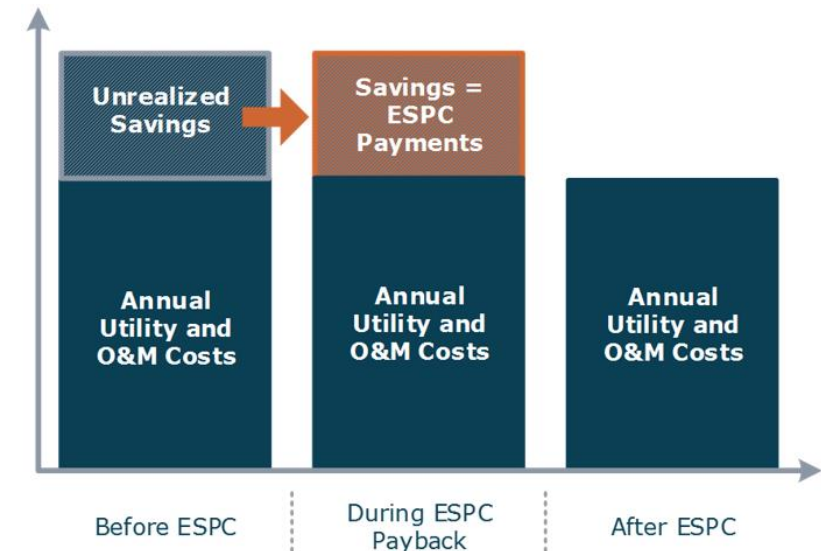
Agenda

- Introductions
- Review process map and where we are today
- Budgeting and Scope
- Next Steps
- Questions

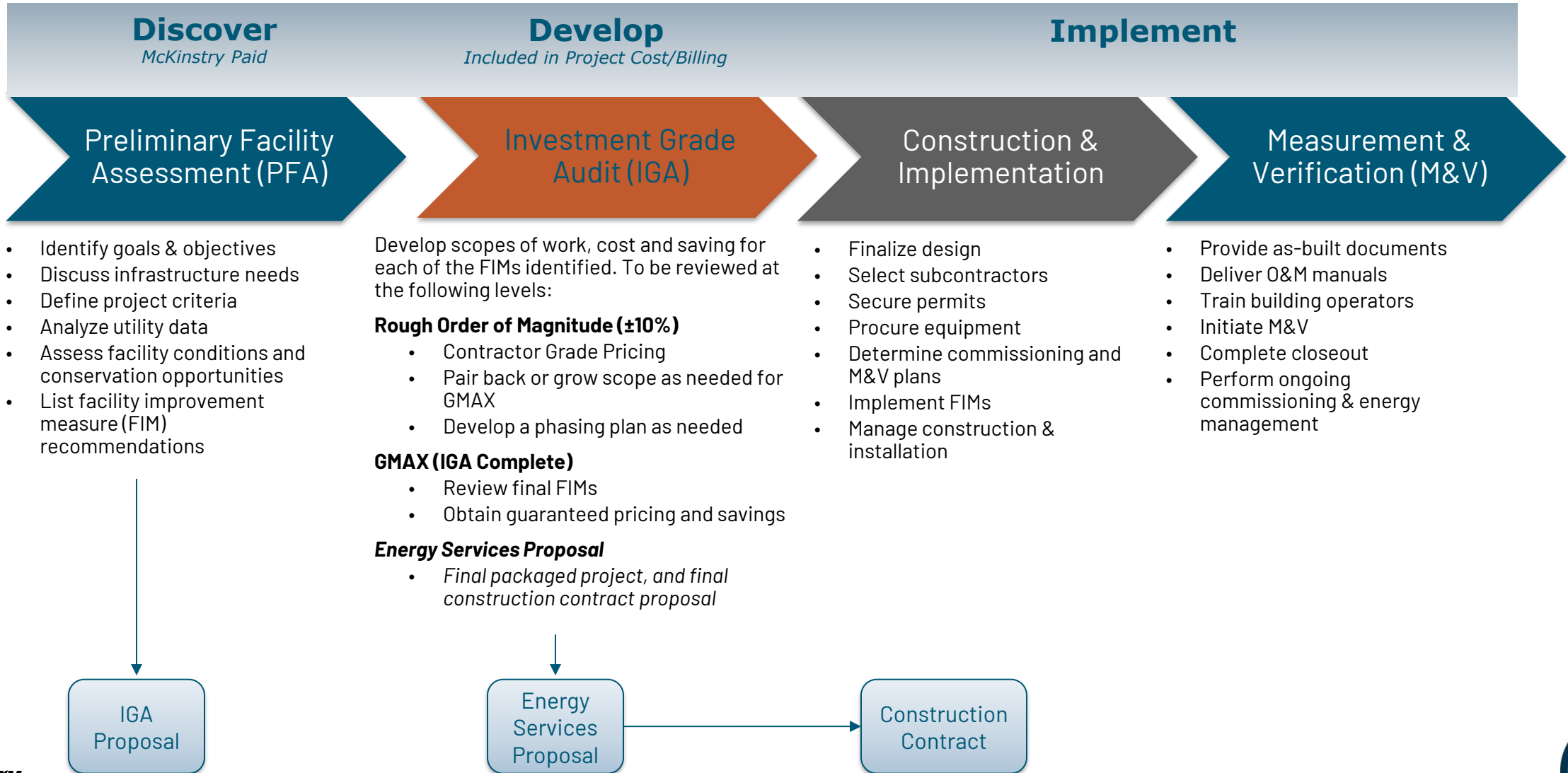
What is Energy Savings Performance Contracting (ESPC)?

ESPC is a form of “design-build” construction procurement that is best suited for deep energy retrofits, when a guaranteed outcome is desired.

- Focuses on long term cost savings and how to leverage them, sometimes with financing.
- Eliminates risk by guaranteeing maximum pricing and energy savings.
- Provides a single point of accountability to address complex systems, training, commissioning, and the transition from build to operate.



ESPC Process



Budget Overview

Overall Budgeted Improvements

Project	Budget
Fire Station	\$1,137,000
TOTAL	\$1,137,000

Next Steps

Provide City Manager with completed Energy Services Proposal(ESP), which will present a holistic project solution for improving the overall facility efficiency and operation.

Finalize the construction contract between the City of College Place and McKinstry for the agreed-upon budget.

Questions?

AGREEMENT TO PERFORM ARCHITECT and ENGINEERING SERVICES FOR THE LION'S PARK COMMUNITY CENTER RENOVATION

This Agreement is entered into on the date of last execution, between the City of College Place (CITY), a non-charter code Washington municipal corporation, and Design West Architects (CONTRACTOR), collectively (PARTIES). The PARTIES in consideration of the terms and conditions herein agree as follows:

1. Work

CONTRACTOR shall provide Architect Services in conformance with the CONTRACTOR's CITY accepted bid submission which is attached hereto as Exhibit B and fully incorporated in this Agreement to design a multistory structure that will replace the existing community center (801 SE Larch Avenue, College Place, WA), (PROJECT) The replacement Community Center needs to fit within a 9,000 square foot footprint. The replacement structure must aesthetically blend in with the surrounding park. Lions Park is undergoing a \$7 million dollar transformation and is slated to reopen in May 2025. This project is Phase II and will occur after the park reopens. The replacement structure must be designed to include the following:

- 1ST floor:
 - Preschool Classrooms (ECAPP)
 - Community Room
 - Commercial Kitchen (designed so Farmers Market Vendors can rent out and prepare perishable food)
 - Outdoor Patio
 - Elevator
- 2nd floor:
 - Rural Library District Branch (approximately 6,000 square feet)

CONTRACTOR shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, and reports. The CONTRACTOR shall perform the Work according to generally accepted architect and civil engineering standards of care and consistent with achieving the Work within budget, on time, and in compliance with applicable laws, regulations, and permits.

CITY's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, incidental Work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy, completeness, or accuracy of its Work. CITY's review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.

2. City's responsibilities

CITY will provide CONTRACTOR necessary technical data in CITY's possession relating to the Work and the Project. CITY will make its facilities reasonably accessible to CONTRACTOR as required for CONTRACTOR'S performance of its services. CITY will examine CONTRACTOR's submittals and render in writing decisions required of the CITY in a timely manner. Any such examinations and any consultations needed by the CITY shall not relieve the CONTRACTOR of any obligations under this Agreement, or of its duty to render professional services meeting the standards of care applicable to CONTRACTOR's profession(s).

3. Authorization, progress, and completion

In signing this Agreement, CITY grants CONTRACTOR specific authorization to proceed with Work.

4. Compensation

The CITY agrees to pay the CONTRACTOR for the Work performed pursuant to this Agreement pursuant to the Fee Schedule dated November 12, 2024, attached hereto as Exhibit "A" and incorporated herein.

The CONTRACTOR shall invoice the CITY for services performed pursuant to this Agreement by submitting said invoice to:

AP@cpwa.us

The CITY shall pay said invoice on or before 30 days after receipt. Invoices are subject to review and approval by CITY staff. If, during the course of the Agreement, the Work rendered does not meet the requirements set forth in the Agreement, the CONTRACTOR shall correct or modify the required Work to comply with the requirements of the Agreement. The CITY shall have the right to withhold payment for such Work until it meets the requirement of the Agreement. No payment shall be made for any Work performed by the CONTRACTOR except for the Work identified and set forth in this Agreement.

5. Term

This Agreement shall commence on the date of last execution by signature and shall expire upon the Project completion acceptance by the CITY unless terminated earlier pursuant to this Agreement. If Project is placed on hold, this Agreement shall expire 18 months from the date of last execution by signature.

6. Termination.

The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon 14-days written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by

the CONTRACTOR pursuant to this Agreement shall promptly be submitted to the CITY. If the CITY terminates the Agreement prior to completion and acceptance of the Work, CONTRACTOR shall be subject to section 7 of this Agreement to the extent of the Work actually performed and delivered to the CITY. CONTRACTOR shall not be required to indemnify and/or hold the CITY harmless pursuant to paragraph 7 for any injury, death or property damages arising out of the CITY's use of CONTRACTOR provided instruments of service (design, specifications, plans etc) and or third-parties which arises due to the CITY and/or third-parties acts or inactions in using the delivered instruments of services.

Upon termination, the CITY is only obligated to pay CONTRACTOR for services actually performed.

This Agreement may be terminated immediately if the CONTRACTOR's insurance coverage required pursuant to this Agreement is canceled for any reason, or if the CONTRACTOR is unable to perform the services called for by this Agreement.

These provisions shall not prevent the CITY from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

7. Indemnification / Hold Harmless

CONTRACTOR shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the Public Entity, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

B. No Limitation

The CONTRACTOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONTRACTOR's profession.

D. Minimum Amounts of Insurance

The CONTRACTOR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect

the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The CONTRACTOR shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The CONTRACTOR shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the CONTRACTOR to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the CONTRACTOR from the Public Entity.

J. Public Entity Full Availability of CONTRACTOR Limits

If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the CONTRACTOR.

6. Other terms and conditions.

- A. Time is of the essence. PARTIES hereby agree that time is of the essence with respect to performance of each of the PARTIES' obligations under this Agreement.
- B. Suspension of work. CITY may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond CITY's control are interfering with normal progress of the Work. CONTRACTOR may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond

CONTRACTOR's control are interfering with normal progress. If the period of suspension exceeds 60 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate this Agreement. Parties shall reasonably negotiate.

- C. Compliance with the laws. PARTIES shall comply with all applicable local, state, and federal laws, rules, and regulations in performance of this Agreement. CONTRACTOR shall be solely responsible to ensure all employees, volunteers, interns, apprentices, subcontractors and all other individuals and entities performing any and all Work comply with all laws, rules, and regulations.
- D. Governing laws and venue. This Agreement shall, in all respects, be governed by the laws of Washington state and any action brought to enforce the terms and conditions of this Agreement shall be filed in Walla Walla County Superior Court.
- E. Debarment, Suspension, and Ineligibility. By executing this Agreement, CONTRACTOR certifies that, at the time of Proposal submission and execution of this Agreement, it has not been debarred by the federal, state, Walla Walla county or CITY government and it has not been suspended or declared/become ineligible to perform work to be compensated using federal, state, or other governmental agency's funds granted, appropriated, and/or otherwise dispersed to the CITY conditioned on not utilizing debarred, suspended, and/or declared ineligible contractors. This provision shall apply to any and all subcontractors CONTRACTOR utilizes.
- F. Independent contractor. CONTRACTOR's relationship with the CITY is that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship between the PARTIES. CONTRACTOR is not entitled to any benefits the CITY makes available to employees. CONTRACTOR is not authorized to make any representation, agreement, offer, acceptance, or commitment on behalf of the CITY unless specifically requested or authorized in writing to do so by the CITY.
- G. Taxes. CONTRACTOR is responsible for paying all taxes and assessments associated with the work.
- H. No personal gain. The CITY and its elected and appointed officers are prohibited from considering and acting on this Agreement and the Work if there is an actual conflict of interest and no action shall be taken to the personal benefit of CITY appointed elected and appointed officers to the detriment of the public. Personal benefit does not have to be a direct benefit to the elected and/or appointed official and includes benefits to third-parties and/or in-direct benefits.
- I. Assignment. This Agreement shall be binding and inure to the benefit of the PARTIES. No PARTY may assign its rights under this Agreement without the prior written consent

of the other PARTY, which shall not be unreasonable withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the CONTRACTOR and the CITY. Any such assignee or transferee shall observe and fully perform all of the duties and obligations of CONTRACTOR contained in this CONTRACT.

- J. Other documents and assurances. Each Party shall execute and deliver all additional papers, documents and assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement, to carry out the intent of the PARTIES.
- K. Non-Discrimination. The CONTRACTOR shall not discriminate against any employee, applicant for employment, or any person seeking the services of the CONTRACTOR under this Agreement, on the basis of race, color, religion, creed, gender, ancestry, genetic information, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical handicap, medical condition, marital status, parental/pregnancy status, veteran or military status.
- L. Funding. The CITY is not required to appropriate funds of any kind whatsoever to fulfill this Agreement except that the CITY is obligated to compensate for satisfactory Work completed.
- M. Records. CONTRACTOR, including its subconstitutions, shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY shall have access to such records and other evidence for inspection, audit, and copying for a period of three years after completion of the Work. City shall have access to such records and other evidence during the performance of the Work if deemed necessary by the CITY to verify the CONTRACTOR's work and invoices. All records are subject to the Washington state Public Records Act.
- N. Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both PARTIES.
- O. Entire Agreement. This Agreement constitutes the entire understanding of the PARTIES with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby cancelled in their entirety and are of no further force and effect.
- P. Attorneys' fees and costs. Should the City substantially prevail in any arbitration, mediation, lawsuit, or by agreement of the PARTIES, CONTRACTOR will pay the CITY's reasonable attorneys' fees and costs incurred in connection with such lawsuit.

- Q. Severability. Should any portion of this Agreement be declared void, voidable or invalid, all other portions of the Agreement shall remain in full force and effect.
- R. Waiver. Should any PARTY elect not to enforce compliance with any term or condition of this Agreement, said PARTY does not waive its right to enforce compliance.
- S. Notices. Notices shall be made by USPS, via email with return receipt requested, or by hand delivery to the following name and address:

City of College Place
Public Works Department
625 S College Ave
College Place, WA 99324
Rmcandrews@cpwa.us

Design West Architects
Brandon Wilm

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed

CITY OF COLLEGE PLACE

CONTRACTOR

Mayor/City Administrator

Name/title

Date

Name/Title

Date

Approved as to form:

Rea Culwell, City Attorney

T. BY: ____

U. Signature

V. NAME: _____

TITLE:

AGREEMENT TO PERFORM ARCHITECT and ENGINEERING SERVICES FOR THE LION'S PARK COMMUNITY CENTER RENNOVATION

This Agreement is entered into on the date of last execution, between the City of College Place (CITY), a non-charter code Washington municipal corporation, and Design West Architects (CONTRACTOR), collectively (PARTIES). The PARTIES in consideration of the terms and conditions herein agree as follows:

1. Work

CONTRACTOR shall provide Architect Services in conformance with the CONTRACTOR's CITY accepted bid submission which is attached hereto as Exhibit B and fully incorporated in this Agreement to design a multistory structure that will replace the existing community center (801 SE Larch Avenue, College Place, WA), (PROJECT) The replacement Community Center needs to fit within a 9,000 square foot footprint. The replacement structure must aesthetically blend in with the surrounding park. Lions Park is undergoing a \$7 million dollar transformation and is slated to reopen in May 2025. This project is Phase II and will occur after the park reopens. The replacement structure must be designed to include the following:

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 - Community Room
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 - Elevator
- 2nd floor:
 - Rural Library District Branch (approximately 6,000 square feet)

CONTRACTOR shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, and reports. The CONTRACTOR shall perform the Work according to generally accepted architect and civil engineering standards of care and consistent with achieving the Work within budget, on time, and in compliance with applicable laws, regulations, and permits.

CITY's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, incidental Work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy, completeness, or accuracy of its Work. CITY's review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.

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AP@cpwa.us

The CITY shall pay said invoice on or before 30 days after receipt. Invoices are subject to review and approval by CITY staff. If, during the course of the Agreement, the Work rendered does not meet the requirements set forth in the Agreement, the CONTRACTOR shall correct or modify the required Work to comply with the requirements of the Agreement. The CITY shall have the right to withhold payment for such Work until it meets the requirement of the Agreement. No payment shall be made for any Work performed by the CONTRACTOR except for the Work identified and set forth in this Agreement.

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The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon 14-days written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by

the CONTRACTOR pursuant to this Agreement shall promptly be submitted to the CITY. If the CITY terminates the Agreement prior to completion and acceptance of the Work, CONTRACTOR shall be subject to section 7 of this Agreement to the extent of the Work actually performed and delivered to the CITY. CONTRACTOR shall not be required to indemnify and/or hold the CITY harmless pursuant to paragraph 7 for any injury, death or property damages arising out of the CITY's use of CONTRACTOR provided instruments of service (design, specifications, plans etc) and or third-parties which arises due to the CITY and/or third-parties acts or inactions in using the delivered instruments of services.

Upon termination, the CITY is only obligated to pay CONTRACTOR for services actually performed.

This Agreement may be terminated immediately if the CONTRACTOR's insurance coverage required pursuant to this Agreement is canceled for any reason, or if the CONTRACTOR is unable to perform the services called for by this Agreement.

These provisions shall not prevent the CITY from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

7. Indemnification / Hold Harmless

CONTRACTOR shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the Public Entity, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

B. No Limitation

The CONTRACTOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONTRACTOR's profession.

D. Minimum Amounts of Insurance

The CONTRACTOR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect

the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The CONTRACTOR shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The CONTRACTOR shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the CONTRACTOR to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the CONTRACTOR from the Public Entity.

J. Public Entity Full Availability of CONTRACTOR Limits

If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the CONTRACTOR.

6. Other terms and conditions.

- A. Time is of the essence. PARTIES hereby agree that time is of the essence with respect to performance of each of the PARTIES' obligations under this Agreement.
- B. Suspension of work. CITY may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond CITY's control are interfering with normal progress of the Work. CONTRACTOR may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond

CONTRACTOR's control are interfering with normal progress. If the period of suspension exceeds 60 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate this Agreement. Parties shall reasonably negotiate.

- C. Compliance with the laws. PARTIES shall comply with all applicable local, state, and federal laws, rules, and regulations in performance of this Agreement. CONTRACTOR shall be solely responsible to ensure all employees, volunteers, interns, apprentices, subcontractors and all other individuals and entities performing any and all Work comply with all laws, rules, and regulations.
- D. Governing laws and venue. This Agreement shall, in all respects, be governed by the laws of Washington state and any action brought to enforce the terms and conditions of this Agreement shall be filed in Walla Walla County Superior Court.
- E. Debarment, Suspension, and Ineligibility. By executing this Agreement, CONTRACTOR certifies that, at the time of Proposal submission and execution of this Agreement, it has not been debarred by the federal, state, Walla Walla county or CITY government and it has not been suspended or declared/become ineligible to perform work to be compensated using federal, state, or other governmental agency's funds granted, appropriated, and/or otherwise dispersed to the CITY conditioned on not utilizing debarred, suspended, and/or declared ineligible contractors. This provision shall apply to any and all subcontractors CONTRACTOR utilizes.
- F. Independent contractor. CONTRACTOR's relationship with the CITY is that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship between the PARTIES. CONTRACTOR is not entitled to any benefits the CITY makes available to employees. CONTRACTOR is not authorized to make any representation, agreement, offer, acceptance, or commitment on behalf of the CITY unless specifically requested or authorized in writing to do so by the CITY.
- G. Taxes. CONTRACTOR is responsible for paying all taxes and assessments associated with the work.
- H. No personal gain. The CITY and its elected and appointed officers are prohibited from considering and acting on this Agreement and the Work if there is an actual conflict of interest and no action shall be taken to the personal benefit of CITY appointed elected and appointed officers to the detriment of the public. Personal benefit does not have to be a direct benefit to the elected and/or appointed official and includes benefits to third-parties and/or in-direct benefits.
- I. Assignment. This Agreement shall be binding and inure to the benefit of the PARTIES. No PARTY may assign its rights under this Agreement without the prior written consent

of the other PARTY, which shall not be unreasonable withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the CONTRACTOR and the CITY. Any such assignee or transferee shall observe and fully perform all of the duties and obligations of CONTRACTOR contained in this CONTRACT.

- J. Other documents and assurances. Each Party shall execute and deliver all additional papers, documents and assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement, to carry out the intent of the PARTIES.
- K. Non-Discrimination. The CONTRACTOR shall not discriminate against any employee, applicant for employment, or any person seeking the services of the CONTRACTOR under this Agreement, on the basis of race, color, religion, creed, gender, ancestry, genetic information, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical handicap, medical condition, marital status, parental/pregnancy status, veteran or military status.
- L. Funding. The CITY is not required to appropriate funds of any kind whatsoever to fulfill this Agreement except that the CITY is obligated to compensate for satisfactory Work completed.
- M. Records. CONTRACTOR, including its subconstulants, shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY shall have access to such records and other evidence for inspection, audit, and copying for a period of three years after completion of the Work. City shall have access to such records and other evidence during the performance of the Work if deemed necessary by the CITY to verify the CONTRACTOR's work and invoices. All records are subject to the Washington state Public Records Act.
- N. Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both PARTIES.
- O. Entire Agreement. This Agreement constitutes the entire understanding of the PARTIES with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby cancelled in their entirety and are of no further force and effect.
- P. Attorneys' fees and costs. Should the City substantially prevail in any arbitration, mediation, lawsuit, or by agreement of the PARTIES, CONTRACTOR will pay the CITY's reasonable attorneys' fees and costs incurred in connection with such lawsuit.

- Q. Severability. Should any portion of this Agreement be declared void, voidable or invalid, all other portions of the Agreement shall remain in full force and effect.
- R. Waiver. Should any PARTY elect not to enforce compliance with any term or condition of this Agreement, said PARTY does not waive its right to enforce compliance.
- S. Notices. Notices shall be made by USPS, via email with return receipt requested, or by hand delivery to the following name and address:

City of College Place
Public Works Department
625 S College Ave
College Place, WA 99324
Rmcandrews@cpwa.us

Design West Architects
Brandon Wilm

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed

CITY OF COLLEGE PLACE

CONTRACTOR

Mayor/City Administrator

Name/title

Date

Name/Title

Date

Approved as to form:

Rea Culwell, City Attorney

T. BY: ____

U. Signature

V. NAME: _____

TITLE:

DRAFT

City of College Place
Lions Park Community Center



November 12, 2024

EXHIBIT A

Basic A/E Services ¹	New Construction (13,000sf) (see notes 2 and 3 below)	
	Construction Type: Library/Pre-School/Kitchen A/E Fee Class: A Estimated Construction Value - \$5,200,000	
Basic A/E Services: Design, Document and Construction Phases		\$ 526,760
- Schematic Design (SD) Phase	18%	\$94,817
- Design Development (DD) Phase	20%	\$105,352
- Construction Documents (CD) Phase	32%	\$168,563
- Bidding (BID) Phase	3%	\$15,803
- Construction Administration (CA) Phase	27%	\$142,225
Specialty A/E Services		
Space Planning 3 Program Uses		\$ 6,000
Energy Conservation Report (ELCCA) WAC 392-343-070 - Mechanical		Not Applicable
Civil Engineering / Landscape Design: On-Site Improvements and Playground On-Site	2 Acres	\$ 34,600
Civil Engineering - Specialty AHJ Services City Site Review, NOI/SWPPP, SEPA		Not Applicable
LEED Management / Documentation All Disciplines		Not Applicable
A/E VE & CR Participation All Disciplines		Not Applicable
Commissioning Assistance Arch, Mech & Elec		\$ 4,000
A/E Selective Demolition Coordination All Disciplines		Not Applicable
Acoustical Engineering Specialty Consultant		Not Applicable
Food Service Consultant Specialty Consultant		\$ 9,700
Cost Estimating Specialty Consultant		\$ 12,600
Telecommunications / Low Voltage Engineering Design, Documents and Construction Administration		Included
Allowances / TBD Project Scope		
Civil Engineering - Off-site Improvements (TBD) Improvements Outside Property Lines		TBD
Record Drawings to CAD If requested		TBD
Multiple / Separate Bid Packages If requested		TBD
FF&E Procurement Services If requested		TBD
SUB-TOTAL - Specialty A/E + Allowances		\$ 66,900
Fee Summary		
TOTAL - Basic A/E + Specialty + Allowances		\$ 593,660

Standard Hourly Rates (if hourly services are requested):

Principal Architect	\$200
Project Architect	\$180
Project Manager	\$160
CADD Production	\$120
Clerical	\$90

Reimburseable Summary

Deliverables (reproduction, shipping and materials), travel, and meals per Washington State per diem rates with 15% mark-up NTE - \$30,000

1. Basic A/E Services include services as described in standard AIA Document B201. Services include architectural, structural engineering, plumbing engineering, HVAC engineering, electrical engineering and fire protection/fire alarm (delegated design). Fees for off-site work are not included.

2. Professional fees based on State of Washington fee classification and building type.

3. Total building area based upon directive from Owner.

Lions Park Community Center: Summary Scores

Graders	Studio + Architects	Evolv	Graham Baba	Integrus	MMEC	Weddermann Architecture	Meier	SHKS Architects	WAG Architects	Design West Architects	Building Work
Grader 1	105	100	120	105	110	75	110	105	95	120	115
Grader 2	105	115	115	110	115	90	110	120	100	120	105
Grader 3	103	115	120	90	75	60	80	105	70	118	105
Grader 4	110	110	106	94	88	84	88	92	80	120	80
Total	423	440	461	399	388	309	388	422	345	478	405



Statement of Qualifications
Architectural Services for
Lions Park Community Center
September 16, 2024

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830 N. Columbia Center Blvd., Suite E
Kennewick, WA 99336
509.783.2244

September 16, 2024

City of College Place
Michael Rizzitiello, City Administrator
625 College Avenue
College Place, WA 99324
mrizzitiello@cpwa.us

Dear Mr. Rizzitiello,

Design West Architects (DWA) welcomes the opportunity to further our design efforts for the Lions Park Community Center project. Our team has enjoyed working with the City staff on the Lions Park project and is looking forward to the Community Center completion. With our expertise in planning and designing public buildings, we are enthusiastic about the opportunity to collaborate with the City once again.

We understand you have many firms to choose from when selecting an architect. Design West sets itself apart by offering a team with specific skills and experience. Our portfolio includes work on municipal facilities specific to the City of College Place, the City of Walla Walla, and throughout the eastern Washington region, including new buildings, renovations, additions, and planning exercises. Our completed projects consistently deliver more usable space at a lower overall cost in comparison to other regional projects.

We are committed to using taxpayer dollars responsibly and aim to provide design solutions that utilize practical materials, energy-efficient systems, and careful planning to meet the City's needs. By collaborating with your staff, we hope to identify design solutions that align with the City's image and address functional challenges within the available budget.

Our team values the input of building users and aims to understand their needs thoroughly. Through attentive listening and understanding, we will develop tailored solutions based on your goals, needs, and preferences. Our goal is to provide you with well-informed design solutions that fit your budget. Additionally, we have established excellent working relationships with several engineering firms in eastern Washington and are well-equipped to assist in selecting the best engineers for your project.

We are excited to submit our Statement of Qualifications and appreciate your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandon Wilm", is written over a light blue horizontal line.

Brandon Wilm, AIA, LEED AP
Principal | bwilm@designwestwa.com



1983 YEAR FOUNDED

39 TOTAL PERSONNEL

Licensed Architects - 10
Project Managers - 5
Architects in Training - 17
Administrative Support - 7

05 STATES LICENSED

Washington
Oregon
Idaho
Montana
Nevada

05 OFFICE LOCATIONS

Kennewick, Washington
Pullman, Washington
Spokane, Washington
Meridian, Idaho
Ontario, Oregon

04 LEED Accredited Professionals

02 NCIDQ Certified Interior Designers

Principal commitment throughout the project

Design West Architects is a Northwest corporation established in 1983, specializing in the planning and design of public facilities. Our team has developed a large and varied client base and gained quality experience in all facets of planning and design over the years. The firm has expanded its technological capabilities and is now an industry leader in collaborative design of projects that serve the public. Our philosophy is to provide each client with the maximum benefit for the available funding for all projects.

Design West has five locations: Kennewick, Pullman, and Spokane, WA; Meridian, ID; and Ontario, OR. The multiple office concept is a deliberate strategy to make principals and staff more accessible to our clients throughout the Northwest. We share our professional and procedural strength within the Design West team and with our consulting engineers to provide a strong, cohesive design team for our clients.

For the past 41 years, we have increased our project diversity and employee expertise to meet and exceed our client's expectations for quality service. We have 39 employees contributing valuable insight and skill to every project. Our strong history of employee retention and responsible growth demonstrates commitment to our clients and a well-established contentment regarding our firm and our completed projects. We are a fiscally responsible corporation with a sound record of profitability and employee satisfaction.

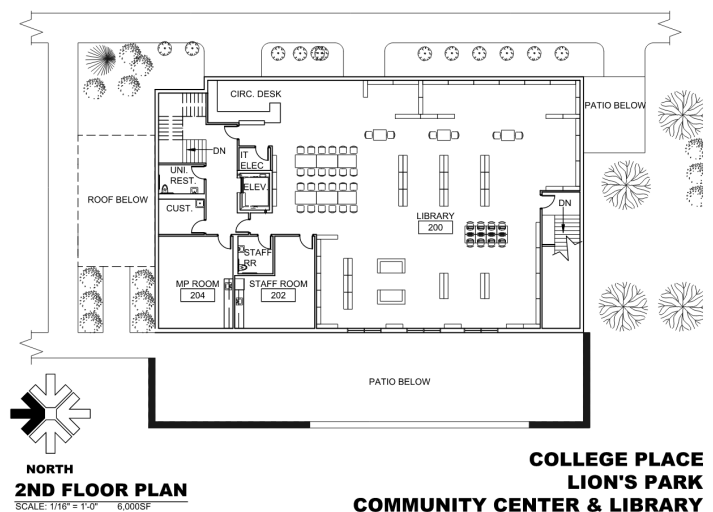
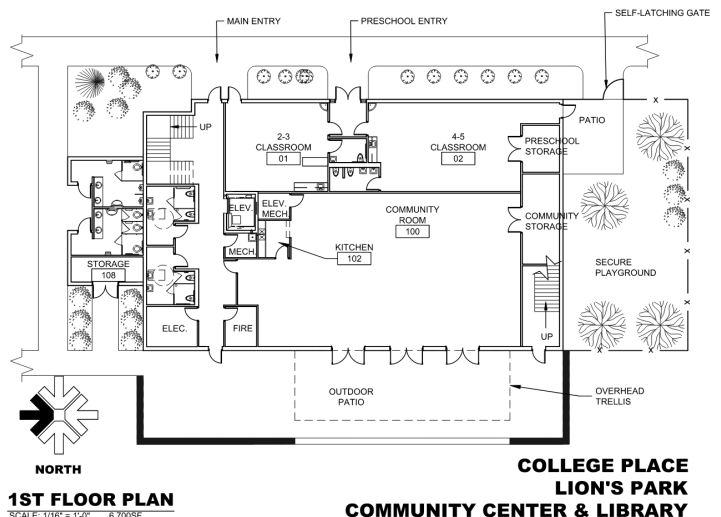
Our team has developed a record of providing quality site and building analysis, programming, design, construction documents, estimating, cost control, and construction administration. This is best illustrated by a high number of repeat clients - evidence of satisfied clients whose expectations have been successfully met and exceeded.

The City of College Place Future Needs: Lions Park Community Center Replacement

In 1967, land was acquired through a \$31,541 LWCF grant funding by the State and Local Assistance Program for the development of the Lions City Park. Recently, the City of College Place received federal funding to revitalize the seven-acre park by making necessary site improvements. Lions Park, located on the east side of the city, is undergoing a renovation project with the help of a civil engineer who completed the drawings. Construction began in March 2024, and the project is expected to be completed in approximately 12 months.

The DWA team was selected to work on a conceptual design for a new community center building to replace the existing structure. The new facility design includes preschool classrooms, a full commercial kitchen for Farmer's Market vendors, interior and exterior restrooms, a large flexible meeting space, and an outdoor covered patio. Additionally, the Walla Walla County Rural Library District collaborated with the City of College Place to add a second story as the new home for the city's library. The Lions Park Community Center concept was developed to harmonize with the natural beauty of the park while also meeting current building codes and safety standards, as well as complying with the latest ADA accessibility requirements.

The original plan did not include funding for the Lion's Park Community Center building. Upon completion of the conceptual design, the city's next priority was to secure funding for the construction project. Funding for the project was obtained from various sources, including the Washington State Recreation and Conservation Office Grants (\$1,349,550), Sherwood Trust Core Grant (\$500,000), and Local Funds (City REET II Tax) (\$600,000).



CITY HALL & RECREATION CENTER RELOCATION

City of Pullman - Pullman WA

Reference: Clayton Forsmann, Dep. Public Works Dir. | T: 509.338.3222 | E: clayton.forsmann@pullman-wa.gov

Design West Architects was commissioned by the City of Pullman to conduct a study of an existing church and attached recreation building. A plan was developed to purchase these buildings and convert them into a new City Hall and Recreation Center for the City of Pullman. Both structures were updated to meet current ADA accessibility requirements and were retrofitted for life safety upgrades. The project involved converting 21,900 square feet of the original church building into the City Hall offices and council chambers. The 29,800 square feet Recreation Center building includes a commercial kitchen for the public, classrooms, a full-sized basketball court, aerobic/dance spaces, and office support spaces. Current commercial kitchen standards were met regarding dishwashing, food prep & handwashing sinks, refrigeration & freezing systems, food storage, and equipment safety compliance. In addition, the City offers a preschool program twice a week for children ages 3-5 years old, along with a secure playground.

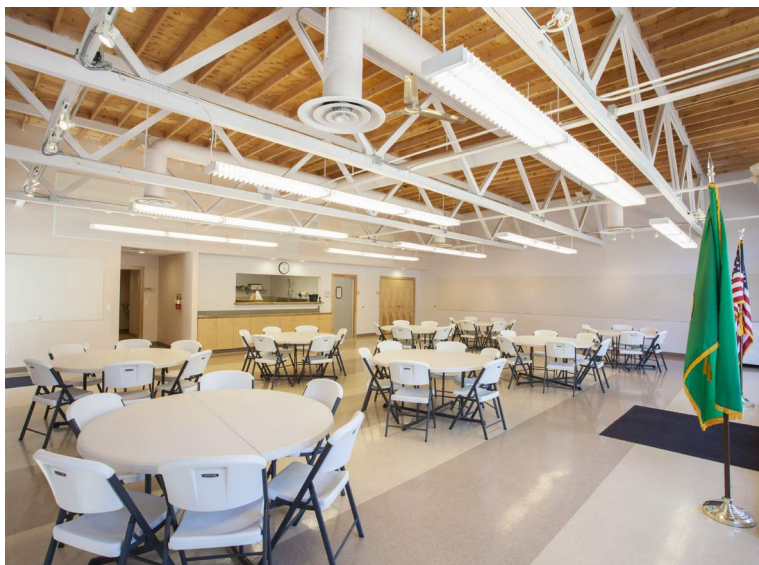


PALOUSE COMMUNITY CENTER

Palouse Community Center - Palouse WA

Reference: Joyce Beeson, Construction Committee Chair - Retired

The Palouse Community Center is committed to improving the lives of Palouse and the surrounding area residents. It aims to create a strong sense of community, provide opportunities for people of all ages to connect, and enable individuals to share their perspectives, talents, and skills. The facility includes a retail storefront for the Community Center Thrift Store called Needful Things, a spacious community/meeting room, and a fully equipped commercial kitchen. The commercial kitchen met current standards, including health and safety, refrigeration, cooking, storage, and cleaning essentials. Some notable features of the center include a high-efficiency heating and cooling system, low-maintenance materials, and a rooftop Solar Panel Array. Design West played a crucial role in the project's success by assisting with grant funding, providing leadership, and negotiating cost reductions with contractors.



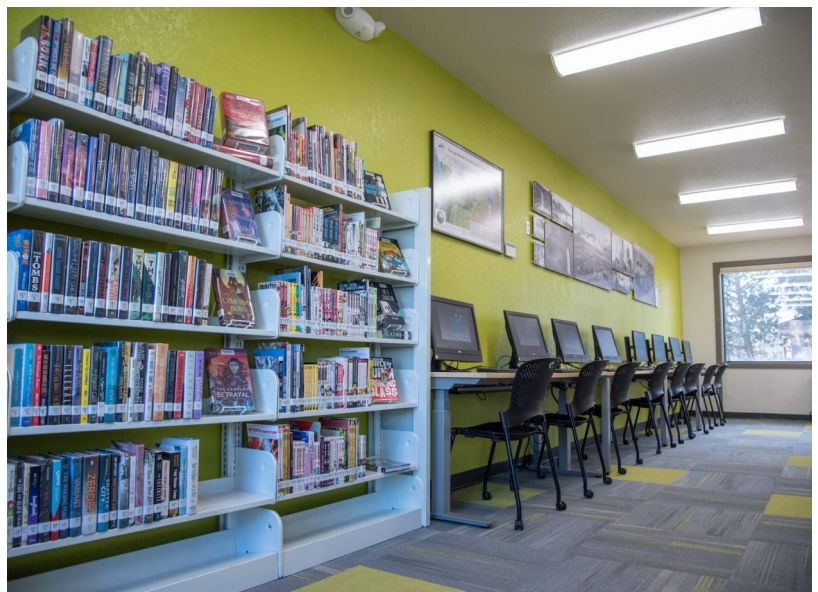
CONNELL LIBRARY BRANCH IMPROVEMENTS

Mid-Columbia Libraries - Connell, WA

Contact: Erin Meneely, Assoc. Dir.-Operations | T: 509.737.6344 | E: emeneely@midcolumbialibraries.org

Mid-Columbia Libraries hired Design West Architects to renovate their Connell branch location to bring it up to current building codes and ADA accessibility requirements. The original brick building, built in the 1950s, previously served as Connell City Hall, the fire department, and the police department headquarters.

The library renovation project involved updating all interior building finishes, replacing aging windows, and making the facility ADA accessible. The space, which spans about 1,800 square feet, now includes a staff break room, restroom, storage room, and a general library area for group activities, book circulation, and research CPU terminals. During construction, the building was closed to the public for only 45 days and the project was completed in February 2022.

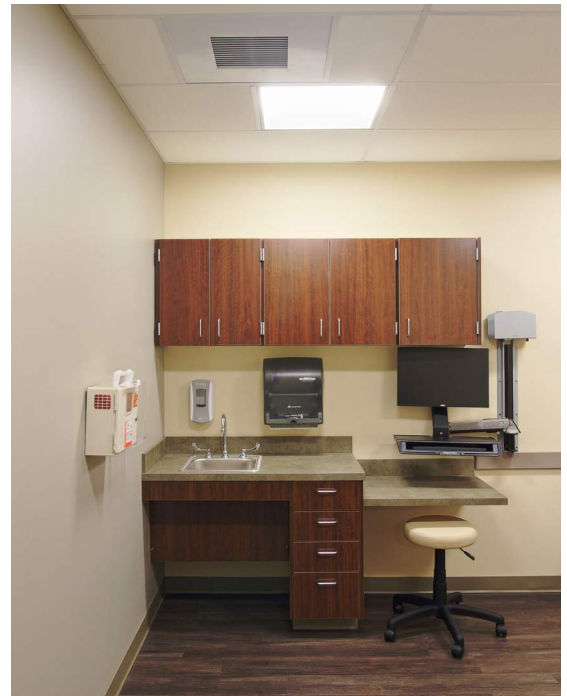


UNIVERSITY CLINIC & BOOKSTORE RELOCATION

Walla Walla University - College Place, WA

Contact: Shawna Larsen, Facilities Services Dir. | T: 509.527.2869 | E: shawna.larsen@wallawalla.edu

Design West Architects worked with Walla Walla University to relocate their outpatient medical clinic to a location on campus where current ADA accessibility and Department of Health regulations could be provided. The clinic was moved into an existing 12,000 square foot building containing the University Bookstore. Designed with construction phasing in mind, the Bookstore occupies half of the building and remained operational throughout construction. The remainder of the space contains the University Medical Clinic along with spaces for Counseling and Testing Services.

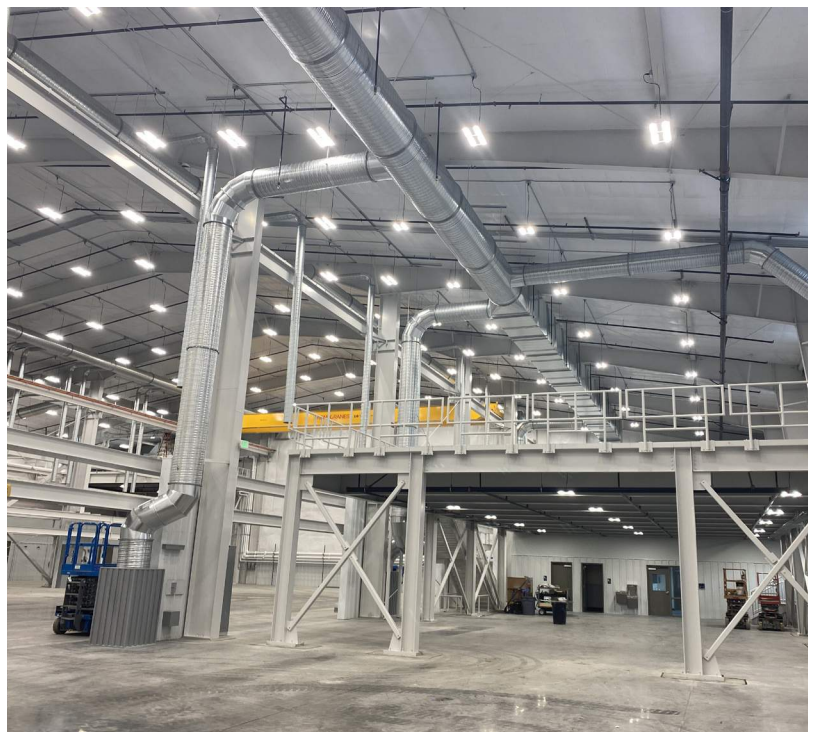


NELSON IRRIGATION MANUFACTURING BUILDING

Nelson Irrigation - Walla Walla, WA

Contact: Paul Davisson, Plant Manager | T: 509.525.7660 | E: paul.davisson@nelsonirrigation.com

Partnering with Chervenell Construction, this design-build project involved designing and constructing a new 36,000 square foot manufacturing building in Walla Walla, Washington. The building cost was \$6.5 million and includes a staff break room, restrooms, lunchroom, mezzanine storage, and two bridge cranes for manufacturing needs. It is designed for future growth and will eventually accommodate 34 state-of-the-art high-temperature resin mold fabrication units operating 24 hours a day. The project required extensive work with Development Services, Public Works, and the Fire Department during the annexation process into the City of Walla Walla. Construction was completed in the spring of 2023, and the client began moving its production activities to the new building that summer.





HAPO COMMUNITY STAGE

City of Richland Parks & Rec - Richland, WA

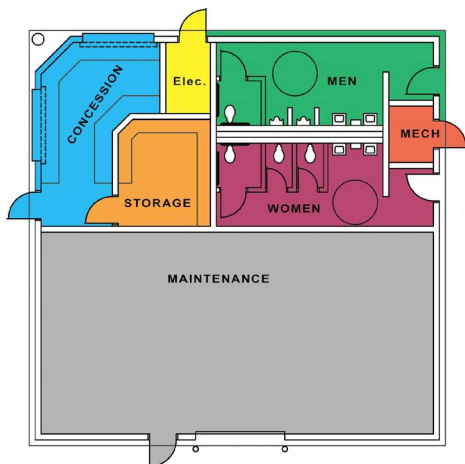
Design West Architects constructed a 25-foot permanent outdoor stage at downtown John Dam Plaza. The stage includes a covered area, an electrical/storage room, a dressing room with a private restroom for performers, and basic sound and lighting systems. The layout enhances acoustics and accommodates a wide variety of performances, benefiting local businesses.



SKYVIEW SOFTBALL PARK

City of Nampa Parks & Rec - Nampa, ID

The 21-acre park in the City of Nampa features four softball fields, T-ball portable baseball fields, soccer fields, playground areas, public restrooms, concessions and storage building, and a sand volleyball court. The softball fields are surfaced with a specialized pumice mixture for excellent playability. Each softball field is surrounded by concrete bleacher seating with modern dugout areas. The park hosts city softball leagues, youth baseball programs, high school sports teams, and various area softball tournaments.



ADA Accessibility Regulations

The Design West team consistently incorporates current ADA accessibility requirements into new buildings, improvements, additions, and renovations. These enhancements encompass features such as wheelchair lifts, ramps, widened doorways and hallways, larger bathroom stalls, lower bathroom sinks, easily accessible doorways, and elevators. We thoroughly evaluate the existing facility standards for each project to ensure full compliance with the latest ADA requirements, guaranteeing program access for people with disabilities throughout the facility.



WWU Conard Hall ADA Ramp-College Place, WA

The Pullman City Hall and Recreation Center project brought the entire facility, originally built in 1971, up to current ADA accessibility requirements. This was achieved by adding two new elevators, completely renovating restrooms, revising doors, and making other necessary minor upgrades. The Richland High School Auditorium project also involved significant ADA improvements, including a motorized orchestra pit platform for performers, accessible seating, and accessible restrooms within the building.

ECEAP Performance Standards

The DWA team's design considerations are in line with the Early Childhood Education & Assistance Program (ECEAP) Performance Standards, emphasizing accessibility, inclusivity, health and safety, sustainability, flexibility, and developmental support. We applied these standards to design spaces for Pasco School District at Lakeview Early Learning Center (ELC). Using land that was previously purchased by the District, the existing Lakeview ELC modular buildings relocated to the Lakeview Manufactured Home Community of East Pasco. Additionally, we applied ECEAP standards to design improvements at a non-profit agency childcare/preschool facility, Community Child Care Center. The Center serves over 300 children in eight communities throughout Whitman County, Washington with ECEAP, Early Head Start, and Head Start programs.



Pasco SD Lakeview Early Learning Center-Pasco, WA

The Design West ECEAP projects include:

- Pasco School District Lakeview Early Learning Center - Pasco, WA
- Educational Service District 123 ECEAP Offices - Pasco, WA
- Educational Service District 105 Migrant/Seasonal Head Start & Daycare - East Wenatchee, WA
- Community Child Care Center - Pullman, WA



ESD 105 Migrant/Seasonal Head Start-East Wenatchee, WA

Designing to Commercial Kitchen Standards

Over the years, the Design West team has been involved in designing numerous public and educational buildings, many including commercial kitchen facilities. Regardless of the project, our team complied with current commercial kitchen standards for equipment safety, food storage, dishwashing, food preparation, and handwashing sinks, as well as refrigeration and freezing systems. For larger commercial kitchens serving institutions such as K-12 schools or higher education, we collaborated with a design consultant. Our team also worked closely with the local Health Department to ensure 100% compliance.



Tri-Tech Skills Center-Kennewick, WA

Tri-Tech Skills Center in Kennewick, Washington is home to the largest learning kitchen in Eastern Washington. The DWA team designed it as part of an overall addition in 2021. This state-of-the-art facility is part of their Culinary Arts program, which provides high school juniors and seniors with firsthand experience in a real work environment. Throughout the year, students prepare various delicacies sold to the public. We also designed the Pullman City Hall & Recreation Center and Palouse Community Center commercial kitchens to current standards, as they would be heavily used by the public.

DESIGNING STRUCTURES ADJACENT TO LWCF LAND

Moscow Community Playfields

The Land and Water Conservation Fund (LWCF) passthrough grant funds are part of a federal program designed to support the acquisition and development of public outdoor recreation areas. The Design West team collaborated with the City of Moscow to design the Moscow Community Playfields. The land was acquired through state and local LWCF grant funds in 1979. The construction was planned near a protected wetland zone, so the design goal was to place the structures adjacent to this land. New dugouts and a restroom/press box building were also part of the plan and were strategically placed above the 100-year floodplain level. Due to this location, the State of Idaho did not require an environmental impact study or local land use permit.



Moscow Community Playfields-Moscow, ID



Mill Creek Sportsplex-Walla Walla, WA
Rendering Courtesy of MacKay + Spósito

Mill Creek Sportsplex

In 2021, our team collaborated with a civil and landscape engineer, as well as the City of Walla Walla, to develop a maintenance facility within the Mill Creek Sportsplex. The Mill Creek channel runs alongside the northern perimeter of the park and is part of the Mill Creek Flood Control Zone District. Even though Mill Creek has historically experienced flooding, the final site plan design positioned the new maintenance building away from the area. If it had been an issue, our team would have placed the facility either above the floodplain or further south within the park.

The Design West team is dedicated to upholding the highest standards of safety, accessibility, and energy efficiency in all our projects, including the Lions Park Community Center project. We meticulously adhere to the 2021 International Building Codes, the 2021 Washington State Energy Codes, the Americans with Disabilities Act (ADA), and their associated Amendments. Our commitment to compliance extends to consulting with local Authorities Having Jurisdiction to ensure that our projects meet all codes at both the state and local levels. Furthermore, we actively engage in continuous learning by attending conferences, webinars, and professional development seminars to stay abreast of industry changes and ensure our work aligns with current codes and regulations.

Energy Code

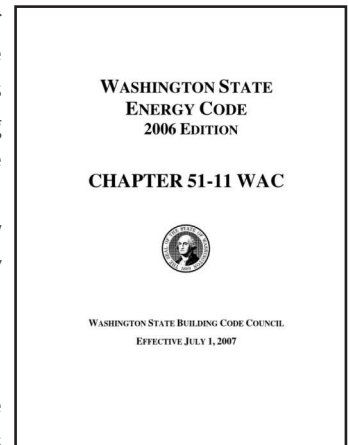
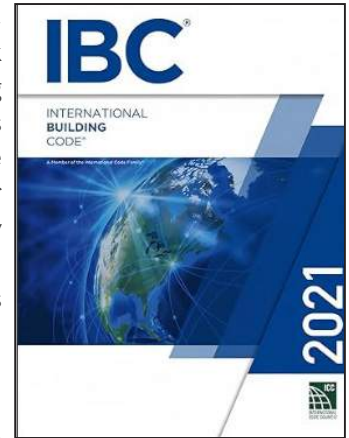
Our team prioritizes staying current with the latest Energy Code Amendments. The latest updates can help to reduce operating costs for the proposed Community Center and the DWA team will implement these into the final construction documents. The 2024 Washington State Energy Code, effective from March 15, 2024, introduces significant updates to enhance energy efficiency and sustainability in building practices. Aligned with the 2021 International Energy Conservation Code (IECC), the new code includes distinct provisions for both commercial and residential buildings. It emphasizes improved energy efficiency in additions, retrofit projects, and new constructions, benefiting the City of College Place for its proposed new Community Center.

Sustainable Design

Further operating cost savings for the Lions Park Community Center could come from sustainable design as well as current energy codes. There are many options available including solar, wind, or simply adding higher value insulation. As interest in sustainable design and third-party high-performance building certification programs (such as LEED®) increases, we have observed that these programs can provide valuable design guidelines and strategies and are a valid tool for some clients and projects.

We believe that sustainable design is crucial to the health and safety of building users as well as for protection of our environment. It is important to develop a balance between energy efficiency, aesthetic qualities, operational costs and practical functions of a public building.

However, we have also discovered that up-front costs for some items, as well as project registration fees and additional design fees for program compliance are cost prohibitive for many clients. Design West has found that energy efficiency and sustainability can be achieved within the strict budget parameters of most projects. Design West has four LEED Accredited Professionals on staff and we are thoroughly familiar with LEED, Green Globes, and Energy Star programs.



FEASIBLE SUSTAINABLE DESIGN PRINCIPLES

- *Direct Digital Control Systems*
- *Direct/Indirect Lighting*
- *Lighting Occupancy Sensors*
- *Skylights/Clerestory Windows*
- *Low E-Glazing*
- *Motion Sensors for Plumbing*
- *Low and No-VOC Products*
- *High Efficiency HVAC*
- *Permeable Pavers*
- *Multi-Level Lighting*
- *Super-Insulated Masonry Shell*
- *East-West Axis Orientation*
- *Recycled & Recyclable Products*
- *C02 Sensors*
- *Polished Concrete Flooring*
- *Native Plants*



BRANDON WILM

AIA, LEED AP, NCARB | Principal Architect

EDUCATION

Bachelor of Architecture
B.S. Architectural Studies
B.A. Business Administration
Washington State University

LICENSING & AFFILIATIONS

Licensed Architect - WA, OR, ID, NV
American Institute of Architects
National Council of Architectural Registration Boards
LEED Accredited Professional

Brandon has been a part of the Design West team for over 22 years. With passion for architecture, he leads of Kennewick office as a Principal of the firm. His clear and concise communication style helps projects run smooth and stay on schedule. Brandon has led a variety of project types, from small tenant improvement to complex multi-building campus facilities. His practical approach to design balances feasible and timeless architecture with attractive designs.

EXPERIENCE

City of College Place **College Place, WA**
Lions Park Community Center Phases 1 & 2
Flex Building Study

Nelson Irrigation **Walla Walla, WA**
New Manufacturing Building

Walla Walla University **College Place, WA**
University Chapel Commercial Kitchen
Smith Hall Improvements
Conard Hall ADA Lift

Benton Conservation District **West Richland, WA**
New Office / Storage Building

Benton County **Kennewick, WA**
Juvenile Justice Center Improvements

Boys & Girls Club-Benton/Franklin Co. **Kennewick, WA**
Kennewick Administrative Office Remodel
Prosser & Pasco Clubhouse Improvements

City of West Richland **West Richland, WA**
New Police Station

IBEW Local 112 **Kennewick, WA**
Joint Apprenticeship Training Center

Mid-Columbia Libraries **Kennewick, WA**
Connell Branch Improvements
Othello Branch Assessment & Study

REFERENCES

Boys & Girls Club of Benton and Franklin Counties
Brian Ace, Executive Director
T: 509.543.9980
E: brian.ace@greatclubs.org

Benton County
Robert Blain, Director of Operations & Capital Projects
T: 509.736.2704
E: robert.blain@co.benton.wa.us



Mid-Columbia Libraries Connell Branch-Connell, WA



MATT WHITISH

AIA, NCARB | Principal Architect

EDUCATION

Bachelor of Architecture
B.S. Architectural Studies
Washington State University

LICENSING & AFFILIATIONS

Licensed Architect - WA, OR, ID
American Institute of Architects
National Council of Architectural Registration Boards

With eight years of construction experience as a Superintendent and a Project Manager in a previous career, Matt is a Principal Architect in our Kennewick location who brings a unique background of construction knowledge to the design team. This background leads to cost-effective solutions and responsible design. His ability to deliver creative designs within rigorous schedules makes him an integral part of the project team.

EXPERIENCE

City of Walla Walla **Walla Walla, WA**
Mill Creek Maintenance Building

Walla Walla University **College Place, WA**
Smith Hall Improvements
University Clinic Improvements & Bookstore Renovations

City of West Richland **West Richland, WA**
Facilities Assessment #1 & #2

Eastern Oregon University **La Grande, OR**
Ackerman Hall Anthropology
Head Start Modular Facility

Educational Service District 123 **Pasco, WA**
Professional Development Ctr. Phase II Addition & Expansion

Mid-Columbia Libraries **Kennewick, WA**
Basin City Branch Improvements

Richland School District **Richland, WA**
Hanford High School Athletic Field Improvements
Hanford High School Safety & Security Upgrades
Fran Rish Stadium Improvements
Teaching, Learning & Administration Center

West Valley School District **Yakima, WA**
West Valley High School Stadium Improvements
Apple Valley Elementary School
Summitview Elementary School

REFERENCES

West Valley School District No. 208
Joe Connolly, Assistant Superintendent
T: 509.972.6006
E: connollyw@wvdsd208.org

Pasco School District No. 1
John Weatherby, Capital Projects Manager
T: 509.543.6095
E: jweatherby@psd1.org



ESD 123 Professional Development Center-Pasco,WA



AMANDA DAVIS

Intern Architect | Interior Designer

EDUCATION

Associate in Applied Science-Interior Design
Spokane Falls Community College

Amanda has been a part of Design West since 2020. She is an Interior Designer and Intern Architect at our Kennewick Office. After earning her degree in Interior Design, she has used her skills in aesthetics, design, and drafting for both residential and commercial projects. Her most recent interior design projects include the new Ridge View Elementary School in Kennewick, WA and the new Elementary #12 in Moses Lake, WA. Amanda is also involved in her local community as a high school dance and color guard instructor.

EXPERIENCE

Walla Walla Public Schools Walla Walla, WA
SEATech Skills Center Long Range Plan & Facility Assessment

Benton Conservation District West Richland, WA
New Administrative Building

Benton County Fire Station No. 1 Kennewick, WA
Station 170 (Interior Design)

City of West Richland West Richland, WA
Police Station (Interior Design)

Hummel Construction Richland, WA
Badger Mountain South Retail

Kennewick School District Kennewick, WA
Ridge View Elementary School (Interior Design)
Tri-Tech Skills Center Building "C" Addition
Tri-Tech Skills Center East Phase 1.5 Pre-Design

Moses Lake School District Moses Lake, WA
Elementary School #12 (Interior Design)

Pasco School District Pasco, WA
Orion High School
Pasco Digital Learning Academy

Richland School District Richland, WA
Fran Rish Stadium Improvements (Interior Design)
Hanford High Athletic Field & Concessions (Interior Design)
River's Edge Choice High School Study
Three Rivers Homelink School Study

REFERENCES

Richland School District
Caren Johnson, Director of Capital Projects
T: 509.967.6139
E: caren.johnson@rsd.edu

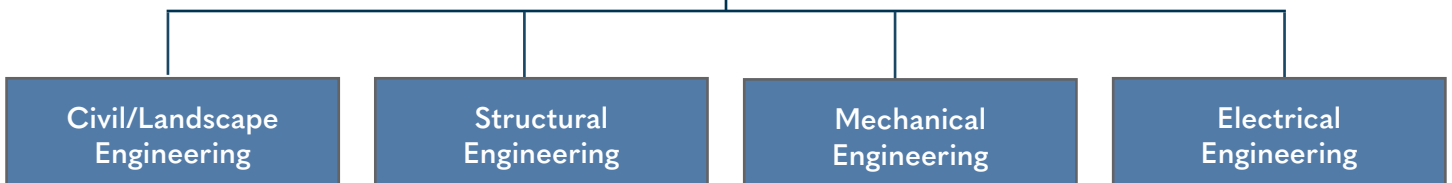
Benton Conservation District
Kara Kaelber, Assistant Manager
T: 509.416.0440
E: kara-kaelber@franklincd.org



Ridge View Elementary School-Kennewick, WA



Brandon Wilm - Principal Architect
Matt Whitish - Building Code Analysis
Amanda Davis - Design Support/ Interior Design



Consultants & The City of College Place

The Design West team believes in selecting the most suitable design team with the best skills for each specific project. Once chosen, we will assess the proposed team members and value the City's input on the final team assembled to achieve optimal project results.

Over the past decade, we have successfully finished many projects within the City of College Place. We have worked closely with the City's building official, Scott Hall, and we appreciate his reasonable and insightful approach to projects and code compliance. Scott is not only very knowledgeable about the code requirements, but his assistance with practical and safe solutions is also highly valued. We are eager to work with him again.

Minority-Owned, Women-Owned & Emerging Small Businesses

In selecting the consultant team, Design West Architects is committed to promoting diversity in the workplace and marketplace. We actively reach out and include OMWBE-certified firms for each DWA project by thoroughly assessing the skills and qualifications of each consultant to ensure our clients receive the highest level of service and expertise. We strongly support and recognize the significance of OMWBE firms in our growing economy. Our team is dedicated to assisting Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Emerging Small Business Enterprises (ESB) in their growth and development. Without a collective effort from everyone involved, the current underrepresentation will persist.

Design West has collaborated with consulting engineers across the Northwest. The list below features regional consulting firms that we have partnered with on previous projects. We prioritize choosing the most suitable design team with the necessary expertise for each specific project. Working alongside the owner's team, we define the project scope and carefully select the engineering team to ensure optimal results.



- Absolute Engineering
- Advanced Professional Engineering
- Anderson-Perry & Associates
- Cator, Ruma & Associates
- Coffman Engineers
- David Evans & Associates
- DCI Engineers
- Design Development, LLC
- Dumais-Romans, Inc.
- Forsgren Associates
- GeoProfessional Innovation
- Hargis Engineers
- Harms Engineering
- HDR Engineering
- Hodge & Associates
- Howard Consultants
- JSL Engineering
- J-U-B Engineers Inc.
- Kartchner Engineering
- Knutzen Engineering
- KPFF Consulting Engineers
- KWR MEP Consulting & Design, LLC
- L&S Engineering
- Lochsa Engineering
- LSB Consulting Engineers
- MacKay + Sposito
- Meier Engineering
- MSI Engineers
- MW Consulting Engineers
- Northwest Mechanical Engineering
- PBS Engineering
- PLA Designs
- PLSA Engineering & Surveying
- Riley Engineering
- Spectrum Professional Engineering
- Stratton Surveying & Mapping
- Structural Forte, Inc.
- Systems West Engineers
- Taylor Engineering
- Tetra Tech, Inc.
- The Land Group
- Thomas Consulting
- TLCP Galvin Structural
- TreanorHL

References

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Mid-Columbia Libraries
405 S. Dayton Street
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emeneely@midcolumbiaibraries.org

Brian Ace, Executive Director

Boys & Girls Club of Benton/Franklin Counties
3315 W. Clearwater Avenue, Suite 100B
Kennewick, Washington 99336
509.543.9980
brian.ace@greatclubs.org

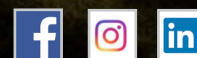
Roscoe Slade, Public Works Director

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, Washington 99353
509.967.5434
roscoe@westrichland.org



**DESIGN
WEST**
ARCHITECTS

830 N. Columbia Center Blvd., Suite E
Kennewick, WA 99336
509.783.2244
www.designwestpa.com





J-U-B Contract Amendment (REV 5/22)

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Project No. 30-24-083.
City of College Place

DATE: TBD

PROJECT: On-Call Engineering Services

RE: Master Engineering Services Agreement between the City of College Place (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated October 8, 2024.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. Purpose: Lamperti Intersection Safety Improvements.
2. Scope of Services: This project will design a moment slab traffic barrier to help improve the safety of the intersection. *See Attachment 1.*
3. Time for Performance of Services: *See Attachment 1*
4. Compensation for Services: *See Attachment 1.*

SIGNATURES

CLIENT:

City of College Place

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Mike Rizzitiello

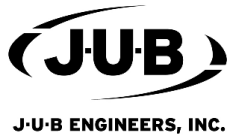
Title: City Administrator, City of College Place

Date: _____

By: Alex Fazzari, P.E.

Title: Area Manager

Date: _____



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Lamperti Intersection Safety Improvements

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-24-074

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/11/2024;**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The intersection of S. College Avenue and SE Lamperti Lane has experienced several traffic accidents recently, including one in which a vehicle travelled over the curb and sidewalk, through the fence, over the retaining wall and into the private property in the southeast quadrant. This project will design a moment slab traffic barrier to help improve the safety of the intersection.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 1: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend 2 client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. Task 2: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.
 - a. 60% Design Level Internal QC Review of Plans and Estimate
 - b. Final Design Level Internal QC Review of Plans, Specifications, and Estimate

C. Task 3: Civil Design

1. Develop roadway/sidewalk horizontal and vertical alignments/geometry to blend with adjacent improvements.
2. Prepare a demolition plan showing items to be removed for construction.
3. Site plan will include curb, gutter, sidewalk, asphalt, utilities and other improvements necessary for the construction of the moment slab barrier.
4. Coordination with Utilities (Power, Telecommunications) on impacts and relocations.
 - a. Deliverables:
 - i. Correspondence with Utilities
5. Traffic control plan.
 - a. A traffic control plan will be prepared for the project limits, including sidewalk closures and rerouting of pedestrians.

D. Task 4: Structural Design

1. J-U-B will design a moment slab traffic barrier utilizing Washington State Department of Transportation (WSDOT) standard structure – Moment Slab Traffic Barrier 42 Single Slope (TL-4).

E. Task 5: Plans, Specifications, and Estimate Preparation

1. Prepare 60% design level plans and estimate, submittal to City
 - a. Assumptions:
 - i. The plan package is expected to consist of the following sheets:
 - Cover Sheet
 - Notes and Legend
 - Demolition Plan
 - Site Plan
 - Horizontal Control
 - Utility Plan
 - Detail Sheets
 - Traffic Control Plan
 - ii. Contract Specifications will not be prepared for this submittal
 - iii. City Review, scheduled for 2 weeks
 - iv. Cost estimate will include a 20% contingency
 - b. Deliverables:
 - i. 60% Design Level Plans and estimate in PDF format
 - ii. Meeting with City to review comments
2. Prepare Final Plans, Specifications and Estimate (PS&E) package ready for Public Works advertisement and bidding.
 - a. Assumptions:
 - i. Plans and specifications will be sealed and signed by responsible Professional Engineer licensed in the State of Washington.
 - ii. City will compile final bid ready contract documents including Invitation to Bid and the City's standard construction contract.
 - b. Deliverables:
 - i. Final Bid Ready Plans, Specifications, and Opinion of Probable Costs in PDF format

F. Task 6: Project Closeout

1. Prepare record drawings, if necessary.

- a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge
2. Archive paper and electronic files and records.
 3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Assistance in coordinating with Public Works staff for meetings and reviews.
 2. Project oversight and direction
- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Project advertisement and bidding assistance
 2. Responding to Contractor Questions during Bidding Process
 3. Construction administration and observation, submittal reviews

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A.** CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project

management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Project Management	Time and Materials (Ceiling Amount Shown)	\$7,300	Concurrent with work progress
2	QC Reviews	Time and Materials (Ceiling Amount Shown)	\$7,800	60%, and Final Submittals
3	Civil Design	Time and Materials (Ceiling Amount Shown)	\$5,100 (Incl. Expenses)	January - March 2025
4	Structural Design	Time and Materials (Ceiling Amount Shown)	\$29,700	January - March 2025
5	Plans, Specifications, and Estimate Preparation	Time and Materials (Ceiling Amount Shown)	\$20,200	May 2025
6	Project Closeout	Time and Materials (Ceiling Amount Shown)	\$3,500	At end of project
Total:			\$73,600	

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Highway/Interstate/Roadway (H07)

MEMORANDUM

TO: Robert McAndrews
City of College Place
Public Works Director

DATE: May 2, 2024

SUBJECT: College Avenue and Lamperti Lane Intersection Safety

EXISTING CONDITION & ASSESSMENT

The intersection of S. College Avenue and SE Lamperti Lane has experienced several traffic accidents recently, including one in which a vehicle travelled over the curb and sidewalk, through the fence, over the retaining wall and into the private property in the southeast quadrant. That accident prompted a review of vehicle related traffic incidents over the last 10 years. Table 1 below shows a summary of the police reports from those incidents.

Table 1. Incident Summary

Date	Struck	Conditions	Circumstance	Movement	From	To
11/13/2014	Curb	Snow	None	Left Turn	North	East
4/28/2017	Vehicle 1	Over Embankment	Dry	None	Left Turn	East South
	Vehicle 2			Straight	West	East
4/22/2018	Vehicle 1	Vehicle	Dry	Inattention	Straight	North South
	Vehicle 2			Straight	East	West
10/18/2018	Vehicle 1	Vehicle	Dry	Fail to yield right of way	Left Turn	North East
	Vehicle 2			Straight	South	North
1/13/2020	Vehicle 1	Vehicle	Snow	None	Stopped	Stopped Stopped
	Vehicle 2		Following too closely	Straight	North	South
11/20/2020	Vehicle 1	Vehicle	Dry	None	Straight	
	Vehicle 2			Stopped	Stopped	
12/28/2021		Fence	Ice/Snow	Speeding	Left Turn	North East
12/4/2022	Vehicle 1	Vehicle	Snow		Right Turn	East North
	Vehicle 2			Stopped	stopped	Stopped
12/4/2022	Vehicle 1	Vehicle	Snow	None	Right Turn	East North
	Vehicle 2			Stopped	Stopped	Stopped
6/29/2023	Vehicle 1	Vehicle	Dry	None	Straight	North South
	Vehicle 2			Straight	East	West
8/22/2023		Fence	Raining	Speeding	Left Turn	North East
6/17/2020	Person			Hit and run		

There were 12 incidents reported during the 10-year review period. Of those 12, there were four incidents in which the primary vehicle was travelling eastbound. All four of the eastbound incidents involved a southbound left-turn movement from College St. to Lamperti. Two of the four incidents involved snow/ice conditions, one incident occurred during wet/raining conditions, and one incident occurred due to a failure to yield the right of way to another vehicle.

As can be observed in Figures 1 & 2, a vehicle traveled over the retaining wall into an adjacent property causing damage to the fence and to the surrounding property.



Figure 1 - VEHICLE TRAVELED THROUGH FENCE INTO PROPERTY BELOW



Figure 2 - FENCE DAMAGED



Figure 3 - LAMPARTI LANE - LOOKING EAST



Figure 4 - VIEW FROM BELOW - LOOKING UP TO THE CURB

As shown in Figure 4, there is a drop of about 5 feet past the block walls followed by a sloped terrain that leads approximately 18 feet away from the wall towards the properties below

J-U-B FAMILY OF COMPANIES

After reviewing the police reports there is not enough information available to fully determine a direct cause for the traffic incidents at this intersection. There also does not appear to be any obvious geometric feature of the intersection that would explain the increased traffic accidents at this location.

However, it is evident the intersection of S. College Avenue and SE Lamperti Lane will require safety improvements to prevent vehicles from going over the retaining wall and into the adjacent properties below. The existing pedestrian fence along the sidewalk was not intended to prevent such accidents from happening, thus, mere repairs to the fence with no additional safety improvements will not prevent this type of accident from occurring again.

RECOMMENDATION

Three alternatives were considered; Alternative 1 consists of utilizing a barrier-moment slab system. This alternative would utilize a Washington Department of Transportation (WSDOT) standard structure - Moment Slab Traffic Barrier 42" Single Slope (TL-4), See Figure 5. The moment slab traffic barrier would span approximately 7 feet away from the retaining wall and tie into the existing wall. The structure would be placed approximately 265 feet along the curb, as can be seen in Figure 6. The moment slab will utilize the weight of the sidewalk and part of the roadway as top fill in order to hold the structure in place. The traffic barrier is crash tested for loads up to TL-4 per NCHRP 663 and is designed to generate 1 inch of movement or less at the top of the barrier during impact. This dynamic movement is considered acceptable and would likely require little to no repair.

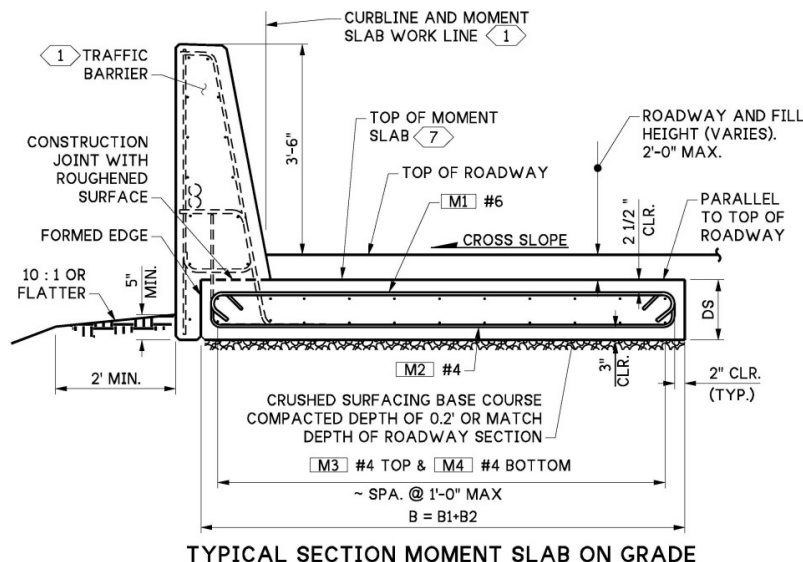


Figure 3 - MOMENT SLAB TRAFFIC BARRIER 42" SINGLE SLOPE (TL-4) - TYPICAL SECTION

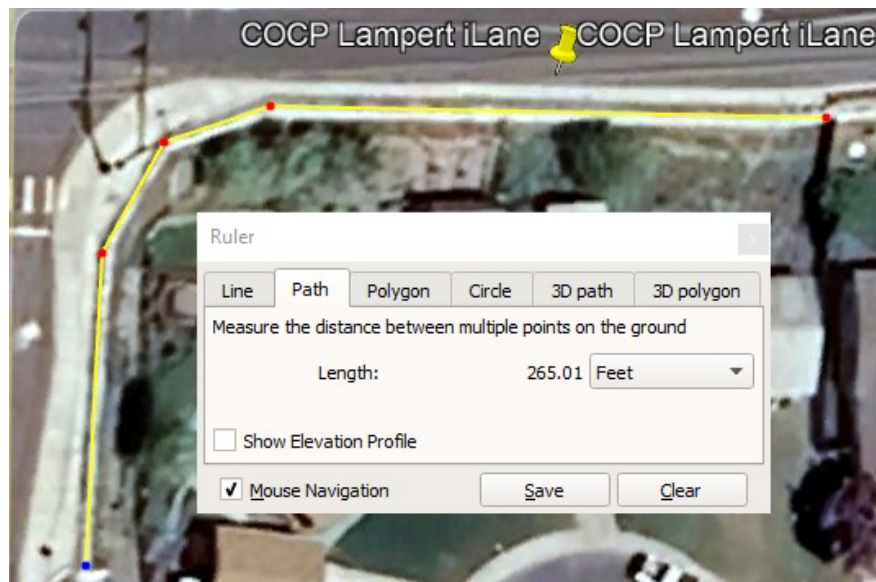


Figure 4 - STRUCTURE PLACEMENT LENGTH APPROXIMATION

Alternative 2 consists of utilizing traffic barriers with railing. This alternative would require replacing the existing retaining block wall with a cast in place reinforced concrete wall suitable to support a traffic barrier with railing as the existing block wall is not designed for that scenario. Along with the cost of replacing the retaining wall, this alternative will involve obtaining a temporary construction easement with the landowner of the property in the SE corner and possibly right of way acquisition depending on the location of the wall, guardrail, and existing right of way. This option requires 4 feet of space from the back of sidewalk to the retaining wall to allow adequate room for the guardrail. The extents of the existing retaining wall are unknown, block walls like the one shown in Figure 4 often have reinforcement extending into the embankment that provide structural stability. Removing the existing wall would require structural support of the sidewalk and roadway during construction and the work space needed would be substantially greater than Alternative 1. The cost of cast in place concrete walls has been cost prohibitive recently. Between the cost of concrete walls, temporary construction easement, possible right of way acquisition, and greater disruption of roadway operations, this option is less ideal than Alternative 1.

Alternative 3 consists of utilizing temporary concrete traffic barriers placed along the edge of the retaining wall. This alternative is similar to Alternative 1, but without the moment slab to support the overturning force. This type of barrier requires a minimum of 2 feet buffer area behind the barrier to allow for lateral deflection. This buffer area would decrease the sidewalk space and is not a viable option due to the space constraint.

In addition to the moment slab recommended in Alternative 1, a dotted extension line through the intersection would help vehicles stay within the intended turning movement lane. The dashed line would extend from the centerline in College St. to the centerline in Lamperti to help guide vehicles through the left turn.

COST & OTHER CONSIDERATIONS

Table 2. Moment Slab Cost Estimate

No.	Item	Unit	Qty.	Engineer's Estimate	
				Unit Price	Total
1	TRAFFIC CONTROL	LS	1	\$15,000	\$15,000
2	REMOVAL OF ASPHALT AND CONCRETE SURFACE	SQFT	2,000	\$10	\$20,000
3	ASPHALT	SQFT	750	\$10	\$7,500
4	CONCRETE WALKS	SQFT	1,250	\$10	\$12,500
5	42" TRAFFIC BARRIER W/MOMENT SLAB	FT	265	\$500	\$132,500
6	UTILITY ADJUSTMENTS	LS	1	\$20,000	\$20,000
CONSTRUCTION SUBTOTAL =					\$207,500
CONTINGENCY (30% OF SUBTOTAL) =					\$62,250
CONSTRUCTION TOTAL - SITE WORK=					\$269,750

This cost estimate is meant to provide a rough order of magnitude only. The moment slab will extend 7ft from the existing back of sidewalk for a length of 265ft. Installing the moment slab will require portions of the existing block wall, sidewalk, and asphalt road to be removed in order to properly construct the barrier. Any utilities going under the sidewalk will have to be diverted as well.



J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 30-24-035
J-U-B Project Manager: Mendel

This Agreement entered into and effective this 7th day of November 2024, between City of College Place, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: design and construct basic stormwater treatment and source controls at the Public Works Yard, hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Robert McAndrews</u>	Work telephone	<u></u>
	Address	<u>625 South College Avenue</u>	Home/cell phone	<u>509-394-8526</u>
		<u>College Place, WA 99324</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>rmcandrews@cpwa.us</u>

For J-U-B:

1.	Name	<u>Mason Mendel, P.E.</u>	Work telephone	<u>509-783-2144</u>
	Address	<u>3611 South Zintel Way</u>	Cell phone	<u>509-975-6490</u>
		<u>Kennewick, WA 99337</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>mmendel@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: **Public Works Yard Stormwater**

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of College Place

NAME
625 South College Avenue

STREET
College Place, WA 99324

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
3611 South Zintel Way

STREET
Kennewick, WA 99337

CITY / STATE / ZIP CODE

BY (Signature)
Alex J. Fazzari, P.E., Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☒ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

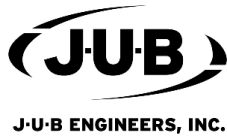
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Public Works Yard Stormwater Improvements

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-24-035

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/7/2024**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of College Place has received Washington Department of Ecology funding to design and construct stormwater treatment infrastructure at the City's Public Works Yard to help improve water quality in Thompson Creek. Improvements will include source control for oils and materials stored onsite, basic treatment, and regrading and resurfacing the site with gravel to drain to proposed treatment and source control devices. Flow control is not included as part of this project.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT. The tasks below have been organized to align with the City's funding agreement with Ecology.

A. Task 1: Grant and Loan Administration (By CLIENT)

This task will be performed solely by the CLIENT. This task was included to align with the tasks in the CLIENT's Funding Agreement with Ecology.

B. Task 2: Cultural and Environmental Review and Permitting

1. Cultural Resources - J-U-B will prepare and submit the documents listed below to initiate Ecology's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by Ecology for potential affects to cultural resources. J-U-B must receive written notice from Ecology prior to proceeding with work. This includes geotechnical work and property acquisition.
 - a. J-U-B will submit the Cultural Resources Review Form to Ecology using the Ecology template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting.
 - b. J-U-B will submit an Inadvertent Discovery Plan (IDP) to Ecology using the Ecology template.
 - c. This task does not include a cultural investigation or report.
2. SEPA - J-U-B will submit the State Environmental Policy Act (SEPA) checklist for Ecology project manager review and notify the Ecology project manager when the official comment period begins. J-U-B will also upload the final SEPA determination to EAGL.
 - a. This scope assumes that a Determination of Non-Significance will be received, without need for any studies, reports, or effort beyond basic research to complete the standard checklist.

C. Task 3: Design Plans and Specifications

J-U-B will develop a stormwater project design. The design submittals will conform to the Deliverables for Stormwater Projects with Ecology Funding Document and will be designed in accordance with the Stormwater Management Manual for Eastern Washington.

1. Preliminary Design

a. Topographic Survey

- i. Topographic survey to identify surface features and underground utilities as visible from above ground and as located by public utility locates will be performed by J-U-B.
- ii. No boundary survey will be performed. No easements are anticipated at this time to be required or researched.
- iii. No private locates or ground-penetrating radar are proposed.

2. Geotechnical Investigation and Report

- a. Two test pits will be excavated and soils evaluated by a geotechnical engineer to determine recommended infiltration rates and construction recommendations.
- b. Significant dewatering is not anticipated and a dewatering plan will not be provided. To address groundwater issues for the project, J-U-B will provide basic information to a bidder so they can make a reasonably informed bid and then let the contractor determine the means and methods of dewatering the project using a performance-based technical specification. Our design will include the following:
 - i. J-U-B will provide a performance-based technical specification for the dewatering with the assistance of the geotechnical engineer.
 - ii. The construction Contract Documents shall stipulate that measurement and payment of dewatering shall be incidental to other bid items.
 - iii. Contractor is invited to conduct their independent pre-bid investigations if desired.
 - iv. Contractor and their licensed engineer shall develop a dewatering plan and implements the means, methods, or techniques of construction.
 - v. Contractor obtains all necessary permits, if needed.
 - vi. Contractor disposes of dewatering water per the performance-based specifications, their dewatering plan, permits and SWPPP.
 - vii. J-U-B and Client have met and discussed the approach to dewatering specified in this scope of services. Client agrees that J-U-B's scope of services is sufficient for the purposes intended and meets the Standard of Care. With any project involving dewatering, unforeseen conditions making dewatering more difficult than anticipated may occur on the project, which may impact the project budget, schedule, or both. The Client acknowledges this fact and should be prepared with budget or schedule contingencies to mitigate these circumstances. Client agrees to indemnify and hold J-U-B harmless from any and all claims, damages, or expenses resulting from the dewatering aspects of the project unless such claims are a direct result of J-U-B's negligent acts, errors, or omissions.

3. Design Report - J-U-B will submit a Design Report to Ecology for review and acceptance in accordance with Ecology guidelines. (Allow 45 calendar days for Ecology review.) The design report will detail the proposed design in sufficient detail to allow for Ecology review of the proposed approach and will include a preliminary cost estimate.

4. Final Design - J-U-B will submit a 90 Percent Design Package to Ecology for review and acceptance. This package will include 90 percent plans, specifications based on WSDOT format, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The required bid inserts and specifications will be inserted from the Ecology website. Allow 45 calendar days for Ecology review.

D. Task 4: Construction Phase Services

1. For this task, J-U-B will assist the CLIENT with the various construction phase tasks described in Standard Exhibit A.
 - a. Assumptions:
 - i. This task will depend on factors beyond J-U-B's control, such as field conditions, contractor's performance, and CLIENT's desired level of assistance. The amount shown is a placeholder estimate that was requested in the Ecology funding phase and will vary based on the factors above. Cultural monitoring may be required by Ecology during construction, but is not included in this contract.

E. Task 5: Construction (By Selected Contractor)

1. This task will be performed solely by the selected contractor. This task was included to align with the tasks in the CLIENT's Funding Agreement with Ecology.

F. Task 6: Project Close Out

1. For this task, J-U-B will assist the CLIENT with the various project close-out tasks described in Standard Exhibit A.
 - a. Assumptions:
 - i. This task will depend on factors beyond J-U-B's control, such as field conditions, contractor's performance, and CLIENT's desired level of assistance. The amount shown is a placeholder estimate that was requested in the Ecology funding phase and will vary based on the factors above.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Compliance with Ecology funding requirements, including progress reports, reimbursement requests, and all other administrative documentation.
 2. Timely review of materials prepared by JUB.
 3. Payment of all permit fees, submittal of all permit documents to agencies, and all public notices or input.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A.** CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project

management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Grant and Loan Administration	Lump Sum	\$0,000	Task to be Completed by CLIENT
2	Cultural and Environmental Review and Permitting	Time and Materials (Ceiling Amount Shown)	\$5,000	After initial site concept and prior to geotechnical investigation
3	Design Plans and Specifications	Time and Materials (Ceiling Amount Shown)	\$40,000	Complete prior to December 2025
4	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$45,000	Complete Prior to November 2026
5	Construction	By Others	\$0,000	Task to be Completed by selected Contractor
6	Project Close Out	Time and Materials (Estimated Amount Shown)	\$5,000	Within 3 months of Project Completion
Total:			\$95,000	

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Stormwater (S13)
2. Municipal/Utility Engineering (203)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No |
2. Pre-Construction Conference. Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☐ Yes
☒ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ Yes
☒ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ Yes
☒ No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|--|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
|
☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
|
☒ No | | |
|
☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
|
☒ No | | |
|
☐ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
|
☒ No | | |
|
☐ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
|
☒ No | | |
|
☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
|
☒ No | | |
|
☐ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
|
☒ No | | |
|
☐ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
|
☒ No | | |
|
☐ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
|
☐ No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents* are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 30-24-037
J-U-B Project Manager: Mendel

This Agreement entered into and effective this 7th day of November 2024, between City of College Place, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: design and construct basic stormwater treatment at the Lions Park Outfall Stormwater Improvements, hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Robert McAndrews</u>	Work telephone	<u></u>
	Address	<u>625 South College Avenue</u>	Home/cell phone	<u>509-394-8526</u>
		<u>College Place, WA 99324</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>rmcandrews@cpwa.us</u>

For J-U-B:

1.	Name	<u>Mason Mendel, P.E.</u>	Work telephone	<u>509-783-2144</u>
	Address	<u>3611 South Zintel Way</u>	Cell phone	<u>509-975-6490</u>
		<u>Kennewick, WA 99337</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>mmendel@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: Lions Park Outfall

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of College Place

NAME
625 South College Avenue

STREET
College Place, WA 99324

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
3611 South Zintel Way

STREET
Kennewick, WA 99337

CITY / STATE / ZIP CODE

BY (Signature)
Alex J. Fazzari, P.E., Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☒ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

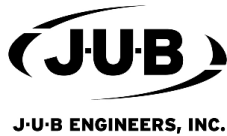
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Lions Park Outfall Stormwater Improvements

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-24-037

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/7/2024; or**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of College Place has received Washington Department of Ecology funding to design and construct stormwater treatment infrastructure near the City's Lion's Park. This project will add basic treatment to an individual outfall that drains into Garrison Creek. This outfall drains approximately 16,000 square feet of residential paved public roadway. The contributing area land use is residential low density single family housing. Flow control is not included as part of this project.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT. The tasks below have been organized to align with the City's funding agreement with Ecology.

A. Task 1: Grant and Loan Administration (By CLIENT)

This task will be performed solely by the CLIENT. This task was included to align with the tasks in the CLIENT's Funding Agreement with Ecology.

B. Task 2: Cultural and Environmental Review and Permitting

1. Cultural Resources

- a. J-U-B will prepare and submit the documents listed below to initiate Ecology's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by Ecology for potential affects to cultural resources. J-U-B must receive written notice from Ecology prior to proceeding with work. This includes geotechnical work and property acquisition.
 - i. J-U-B will submit the Cultural Resources Review Form to Ecology using the Ecology template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting.
 - ii. J-U-B will submit an Inadvertent Discovery Plan (IDP) to Ecology using the Ecology template.
 - iii. This task does not include a cultural investigation or report.

2. SEPA -

- a. J-U-B will submit the State Environmental Policy Act (SEPA) checklist for Ecology project manager review and notify the Ecology project manager when the official comment period begins. J-U-B will also upload the final SEPA determination to EAGL.
 - i. This scope assumes that a Determination of Non-Significance will be received, without need for any studies, reports, or effort beyond basic research to complete the standard checklist.

C. Task 3: Design Plans and Specifications

J-U-B will develop a stormwater project design. The design submittals will conform to the Deliverables for Stormwater Projects with Ecology Funding Document and will be designed in accordance with the Stormwater Management Manual for Eastern Washington.

1. Preliminary Design

a. Topographic Survey

- i. Topographic survey to identify surface features and underground utilities as visible from above ground and as located by public utility locates will be performed by J-U-B.
- ii. A boundary survey will be performed for the properties affected by the proposed outfall pipe to Lions Park. A new easement will be required for the proposed outfall pipe.
- iii. No private locates or ground-penetrating radar are proposed.

2. Geotechnical Investigation and Report will not be included in this proposal due to the difficulty of digging test pits and expense of boring.

- a. Significant dewatering is anticipated, but a detailed dewatering plan will not be provided. To address groundwater issues for the project, J-U-B will provide basic information to a bidder so they can make a reasonably informed bid and then let the contractor determine the means and methods of dewatering the project using a performance-based technical specification. Our design will include the following:

- i. J-U-B will provide a performance-based technical specification for the dewatering.
- ii. The construction Contract Documents shall stipulate that measurement and payment of dewatering shall be incidental to other bid items.
- iii. Contractor is invited to conduct their independent pre-bid investigations if desired.
- iv. Contractor and their licensed engineer shall develop a dewatering plan and implement the means, methods, or techniques of construction.
- v. Contractor obtains all necessary permits, if needed.
- vi. Contractor disposes of dewatering water per the performance-based specifications, their dewatering plan, permits and SWPPP.
- vii. J-U-B and Client have met and discussed the approach to dewatering specified in this scope of services. Client agrees that J-U-B's scope of services is sufficient for the purposes intended and meets the Standard of Care. With any project involving dewatering, unforeseen conditions making dewatering more difficult than anticipated may occur on the project, which may impact the project budget, schedule, or both. The Client acknowledges this fact and should be prepared with budget or schedule contingencies to mitigate these circumstances. Client agrees to indemnify and hold J-U-B harmless from any and all claims, damages, or expenses resulting from the dewatering aspects of the project unless such claims are a direct result of J-U-B's negligent acts, errors, or omissions.

3. Design Report - J-U-B will submit a Design Report to Ecology for review and acceptance in accordance with Ecology guidelines. (Allow 45 calendar days for Ecology review.) The design report will detail the proposed design in sufficient detail to allow for Ecology review of the proposed approach and will include a preliminary cost estimate.
4. Final Design - J-U-B will submit a 90 Percent Design Package to Ecology for review and acceptance. This package will include 90 percent plans, specifications based on WSDOT format, engineer's opinion of cost including a schedule of eligible costs, and project construction

schedule. The required bid inserts and specifications will be inserted from the Ecology website. Allow 45 calendar days for Ecology review.

D. Task 4: Construction Phase Services

1. For this task, J-U-B will assist the CLIENT with the various construction phase tasks described in Standard Exhibit A.
 - a. Assumption: This task will depend on factors beyond J-U-B's control, such as field conditions, contractor's performance, and CLIENT's desired level of assistance. The amount shown is a placeholder estimate that was requested in the Ecology funding phase and will vary based on the factors above. Cultural monitoring may be required by Ecology during construction, but is not included in this contract.

E. Task 5: Construction (By Selected Contractor)

1. This task will be performed solely by the selected contractor. This task was included to align with the tasks in the CLIENT's Funding Agreement with Ecology.

F. Task 6: Project Close Out

1. For this task, J-U-B will assist the CLIENT with the various project close-out tasks described in Standard Exhibit A.
 - a. Assumption: This task will depend on factors beyond J-U-B's control, such as field conditions, contractor's performance, and CLIENT's desired level of assistance. The amount shown is a placeholder estimate that was requested in the Ecology funding phase and will vary based on the factors above.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Compliance with Ecology funding requirements, including progress reports, reimbursement requests, and all other administrative documentation.
 2. Timely review of materials prepared by JUB.
 3. Payment of all permit fees, submittal of all permit documents to agencies, and all public notices or input.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A.** CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be

appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Grant and Loan Administration	Lump Sum	\$0,000	Task to be Completed by CLIENT
2	Cultural and Environmental Review and Permitting	Time and Materials (Ceiling Amount Shown)	\$10,000	After initial site concept and prior to geotechnical investigation
3	Design Plans and Specifications	Time and Materials (Ceiling Amount Shown)	\$40,000	Complete prior to December 2025
4	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$40,000	Complete Prior to October 2026
5	Construction	By Others	\$0,000	Task to be Completed by selected Contractor
6	Project Close Out	Time and Materials (Estimated Amount Shown)	\$5,000	Within 3 months of Project Completion
Total:			\$95,000	

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Stormwater (S13)
2. Municipal/Utility Engineering (203)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No |
2. Pre-Construction Conference. Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☐ Yes
☒ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ Yes
☒ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ Yes
☒ No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|--|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
| ☐ No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents* are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQC-2024-CoPIED-00193

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF COLLEGE PLACE

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 College Place, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Lions Park Storm Outfall
Total Cost:	\$158,000.00
Total Eligible Cost:	\$158,000.00
Ecology Share:	\$150,100.00
Recipient Share:	\$7,900.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in Garrison Creek, a tributary of the Walla Walla River, through installation of a runoff treatment best management practice (BMP) in southeast College Place near Lions Park. This project will provide treatment for total suspended solids (TSS).

Project Long Description:

The RECIPIENT’s 2020 Stormwater Master Plan identified over 50 outfalls that discharge untreated stormwater into surface waters in College Place. The RECIPIENT has initiated a prioritized Capital Improvement Plan (CIP) to address each of these outfalls over the next several years. This project will provide treatment for total suspended solids (TSS) at outfall 29 from the CIP, adjacent to Lions Park. Currently, stormwater from a residential development is piped underneath a private property and discharges to a ponded area of Garrison Creek. Garrison Creek runs through College Place and drains into the Walla Walla River just outside city limits. The Walla Walla River basin is listed under

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

Section 303(d) of the Clean Water Act for not meeting recreational water quality standards. A Total Maximum Daily Load (TMDL) for temperature, TSS, turbidity, chlorinated pesticides, bacteria, dissolved oxygen, pH, and others has been set for the river and its tributaries. The Walla Walla River supports species such as spring Chinook salmon, summer steelhead, and bull trout, highlighting its ecological importance. Additionally, the river provides wildlife habitat, recreational opportunities, and water supply, contributing significantly to the community's value.

Outfall 29 drains approximately 0.4 acres of residential paved public roadway that is considered a pollutant generating impervious surfacing (PGIS), with a total contributing area of 4.5 acres of residential low-density single-family housing. In this project, the RECIPIENT will remove and replace the pipe and add treatment, likely via a proprietary filtration best management practice (BMP) selected from Ecology's General Use Level Designation (GULD) list for basic treatment.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

RECIPIENT INFORMATION

Organization Name: City of College Place

Federal Tax ID: 91-6001412

UEI Number: ZG1SNDHCCH16

Mailing Address: 625 S College Ave
College Place, WA 99324

Physical Address: 625 S College Ave
College Place, Washington 99324

Organization Email: rmcandrews@cpwa.us

Contacts

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

Project Manager	Robert McAndrews Public Works Director 625 S College Ave College Place, Washington 99324 Email: rmcandrews@cpwa.us Phone: (509) 394-8526
Billing Contact	Brian Carleton Finance Director 625 S College Ave College Place, Washington 99324 Email: bcarleton@cpwa.us Phone: (509) 394-8507
Authorized Signatory	Michael James Rizzitiello City Administrator 625 S. College Avenue College Place, Washington 99324 Email: mrizzitiello@cpwa.us Phone: (509) 394-8506

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Shilo Sprouse 4601 N Monroe Street Spokane, Washington 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
Financial Manager	Joe Kinerk Stormwater Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: joek461@ecy.wa.gov Phone: (360) 742-2875

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

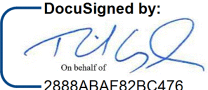
No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

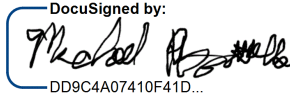
This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of College Place

By:  6/10/2024
On behalf of 2888ABAF82BC476...

By:  6/4/2024
DD9C4A07410F41D...

Vincent McGowan, P.E. Date

Michael James Rizzitiello Date

Water Quality

City Administrator

Program Manager

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 1

Task Cost: \$5,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including 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. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Grant and Loan Administration**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 2

Task Cost: \$5,000.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 3

Task Cost: \$20,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit a preliminary GIS compatible project area as a shape file, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

D. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

Design Plans and Specifications**Deliverables**

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project area shape file, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
3.9	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.10	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.11	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.12	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 4

Task Cost: \$23,000.00

Task Title: Construction Management

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5 Task Cost: \$100,000.00

Task Title: Construction

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of an Ecology-approved treatment best management practice to mitigate runoff from approximately 0.4 acres of pollution-generating impervious surfaces.
- B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY’s Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in total suspended solids (TSS).

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY.	

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 6

Task Cost: \$5,000.00

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will submit a GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG240744

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: SFAP

Funding Effective Date: 07/01/2023

Funding Type: Grant

Funding Expiration Date: 03/31/2027

Funding Source:

Title: SFAP-SFY24

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 5%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

SFAP	Task Total
Grant and Loan Administration	\$ 5,000.00
Cultural and Environmental Review, and Permitting	\$ 5,000.00
Design Plans and Specifications	\$ 20,000.00
Construction Management	\$ 23,000.00
Construction	\$ 100,000.00
Project Close Out	\$ 5,000.00

Total: \$ 158,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	5.00 %	\$ 7,900.00	\$ 150,100.00	\$ 158,000.00
Total		\$ 7,900.00	\$ 150,100.00	\$ 158,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00193

Project Title: Lions Park Storm Outfall

Recipient Name: City of College Place

quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued 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 or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or 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.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

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

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“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.
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 \$30,000 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 Unique Entity Identifier in www.sam.gov <http://www.sam.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.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 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/2301002.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 all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources 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:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, 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 Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, 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.

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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 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.

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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 and in 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.

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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)

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

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- 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 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.

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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.
 - 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.

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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 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

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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

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.

End of General Terms and Conditions

Certificate Of Completion

Envelope Id: 85CA2E19DF5443809E97941FCF168434

Status: Completed

Subject: Agreement for Signature

Source Envelope:

Document Pages: 45

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Joe Kinerk

AutoNav: Enabled

P.O. Box 47600

Envelope Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

joek461@ecy.wa.gov

IP Address: 172.56.108.240

Record Tracking

Status: Original

Holder: Joe Kinerk

Location: DocuSign

6/4/2024 2:28:25 PM

joek461@ecy.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Rizzitiello

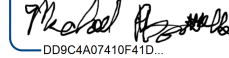
mrizzitiello@cpwa.us

City Administrator

City of College Place, WA

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 6/4/2024 2:30:05 PM

Viewed: 6/4/2024 5:16:16 PM

Signed: 6/4/2024 5:16:21 PM

Signature Adoption: Drawn on Device

Using IP Address: 74.85.64.82

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:


On behalf of
2888ABAF82BC476...

Sent: 6/10/2024 12:02:10 PM

Viewed: 6/10/2024 1:49:02 PM

Signed: 6/10/2024 1:49:20 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 97.113.153.233

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Joe Kinerk

joek461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)**VIEWED**

Using IP Address: 172.56.104.106

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Viewed: 6/10/2024 12:02:07 PM

Completed: 6/10/2024 12:02:08 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Agent Delivery Events**Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Robert McAndrews rmcandrews@cpwa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/4/2024 2:30:05 PM
Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 12:02:09 PM
Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 12:02:09 PM
Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 1:49:21 PM
Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 1:49:21 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2024 2:30:05 PM
Certified Delivered	Security Checked	6/10/2024 1:49:02 PM
Signing Complete	Security Checked	6/10/2024 1:49:20 PM
Completed	Security Checked	6/10/2024 1:49:21 PM
Payment Events	Status	Timestamps



J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 30-24-036
J-U-B Project Manager: Mendel

This Agreement entered into and effective this 7th day of November 2024, between City of College Place, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: design basic stormwater treatment via infiltration along SW 10th Street, hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name	<u>Robert McAndrews</u>	Work telephone	<u></u>
Address	<u>625 South College Avenue</u>	Home/cell phone	<u>509-394-8526</u>
	<u>College Place, WA 99324</u>	FAX telephone	<u></u>
	<u></u>	E-mail address	<u>rmcandrews@cpwa.us</u>

For J-U-B:

1. Name	<u>Mason Mendel, P.E.</u>	Work telephone	<u>509-783-2144</u>
Address	<u>3611 South Zintel Way</u>	Cell phone	<u>509-975-6490</u>
	<u>Kennewick, WA 99337</u>	FAX telephone	<u></u>
	<u></u>	E-mail address	<u>mmendel@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: SW 10th Street Stormwater

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of College Place

NAME
625 South College Avenue

STREET
College Place, WA 99324

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
3611 South Zintel Way

STREET
Kennewick, WA 99337

CITY / STATE / ZIP CODE

BY (Signature)
Alex J. Fazzari, P.E., Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

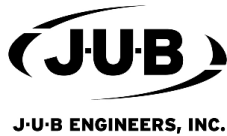
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: SW 10th Street Stormwater Improvements

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-24-036

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/7/2024**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of College Place has received Washington Department of Ecology funding to design stormwater treatment infrastructure along 10th Street. Recognized as a priority in the 2020 Stormwater Master Plan, the project entails addressing approximately 1,200 linear feet of roadway, which currently channels stormwater runoff directly into Garrison Creek. The proposed Best Management Practices (BMPs) will offer basic treatment and flow control at a minimum. Initial construction costs are estimated at \$850,000, with further refinement expected during this design phase.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT. The tasks below have been organized to align with the City's funding agreement with Ecology.

A. Task 1: Grant and Loan Administration (By CLIENT)

1. This task will be performed solely by the CLIENT. This task was included to align with the tasks in the CLIENT's Funding Agreement with Ecology

B. Task 2: Cultural and Environmental Review and Permitting

1. Cultural Resources - J-U-B will prepare and submit the documents listed below to initiate Ecology's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by Ecology for potential affects to cultural resources. J-U-B must receive written notice from Ecology prior to proceeding with work. This includes geotechnical work and property acquisition.
 - a. J-U-B will submit the Cultural Resources Review Form to Ecology using the Ecology template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting.
 - b. J-U-B will submit an Inadvertent Discovery Plan (IDP) to Ecology using the Ecology template.
 - c. This task does not include a cultural investigation or report.
2. SEPA - J-U-B will submit the State Environmental Policy Act (SEPA) checklist for Ecology project manager review and notify the Ecology project manager when the official comment period begins. J-U-B will also upload the final SEPA determination to EAGL.
 - a. This scope assumes that a Determination of Non-Significance will be received, without need for any studies, reports, or effort beyond basic research to complete the standard checklist.

C. Task 3: Design Plans and Specifications

J-U-B will develop a stormwater project design. The design submittals will conform to the Deliverables for Stormwater Projects with Ecology Funding Document and will be designed in accordance with the Stormwater Management Manual for Eastern Washington.

1. Topographic Survey

- a. Topographic survey to identify surface features and underground utilities as visible from above ground and as located by public utility locates will be performed by J-U-B.
- b. No boundary survey will be performed. No easements are anticipated at this time to be required or researched.
- c. No private locates or ground-penetrating radar are proposed.

2. Geotechnical Investigation and Report

- a. Two test pits will be excavated and soils evaluated by a geotechnical engineer to determine recommended infiltration rates and construction recommendations.
- b. Significant dewatering is not anticipated and a dewatering plan will not be provided. To address groundwater issues for the project, J-U-B will provide basic information to a bidder so they can make a reasonably informed bid and then let the contractor determine the means and methods of dewatering the project using a performance-based technical specification. Our design will include the following:
 - i. J-U-B will provide a performance-based technical specification for the dewatering with the assistance of the geotechnical engineer.
 - ii. The construction Contract Documents shall stipulate that measurement and payment of dewatering shall be incidental to other bid items.
 - iii. Contractor is invited to conduct their independent pre-bid investigations if desired.
 - iv. Contractor and their licensed engineer shall develop a dewatering plan and implements the means, methods, or techniques of construction.
 - v. Contractor obtains all necessary permits, if needed.
 - vi. Contractor disposes of dewatering water per the performance-based specifications, their dewatering plan, permits and SWPPP.
 - vii. J-U-B and Client have met and discussed the approach to dewatering specified in this scope of services. Client agrees that J-U-B's scope of services is sufficient for the purposes intended and meets the Standard of Care. With any project involving dewatering, unforeseen conditions making dewatering more difficult than anticipated may occur on the project, which may impact the project budget, schedule, or both. The Client acknowledges this fact and should be prepared with budget or schedule contingencies to mitigate these circumstances. Client agrees to indemnify and hold J-U-B harmless from any and all claims, damages, or expenses resulting from the dewatering aspects of the project unless such claims are a direct result of J-U-B's negligent acts, errors, or omissions.

3. Design Report - J-U-B will submit a Design Report to Ecology for review and acceptance in accordance with Ecology guidelines. (Allow 45 calendar days for Ecology review.) The design report will detail the proposed design in sufficient detail to allow for Ecology review of the proposed approach and will include a preliminary cost estimate.

4. Final Design - J-U-B will submit a 90 Percent Design Package to Ecology for review and acceptance. This package will include 90 percent plans, specifications based on WSDOT format, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The required bid inserts and specifications will be inserted from the Ecology website. Allow 45 calendar days for Ecology review.

D. Task 4: Project Close Out

1. For this task, J-U-B will assist the CLIENT with the various project close-out tasks.

- a. Assumptions:
 - i. This task will depend on factors beyond J-U-B's control, such as field conditions, contractor's performance, and CLIENT's desired level of assistance. The amount shown is a placeholder estimate that was requested in the Ecology funding phase and will vary based on the factors above.

E. Task 5: Sidewalk Design (Not Eligible for Ecology Funding)

For this task, J-U-B will design sidewalks on the north side of 10th Street from College Avenue to Bade Avenue, which is approximately 650 feet. The following subtasks are included:

1. Boundary & Topographic Survey
 - a. A boundary survey along the north side will be required for sidewalk improvements, along with approximately 10 additional feet of topographic survey.
2. Design Plans, Specs, Estimate
 - a. Design plans to construct the additional sidewalks, driveways, accessible ramps, paving, and frontage demolition and restoration will be prepared.
3. Public Outreach and Coordination
 - a. Schematic design plans will be provided for public and frontage owner review. Comments will be received via written communication and one public meeting and incorporated into the design.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Compliance with Ecology funding requirements, including progress reports, reimbursement requests, and all other administrative documentation.
 2. Timely review of materials prepared by JUB.
 3. Payment of all permit fees, submittal of all permit documents to agencies, and all public notices or input.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Right of Way Acquisition

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Grant and Loan Administration	Lump Sum	\$0	Task to be Completed by City
2	Cultural and Environmental Review and Permitting	Time and Materials (Ceiling Amount Shown)	\$10,000	After initial site concept and prior to geotechnical investigation
3	Design Plans and Specifications	Time and Materials (Ceiling Amount Shown)	\$140,000	Complete prior to October, 2025
4	Project Close Out	Lump Sum	\$0	
Subtotal:			\$150,000	
5	Sidewalk Design	Time and Materials (Estimated Amount Shown)	\$50,000	Complete prior to October, 2025
Project Total:			\$200,000	

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Stormwater (S13)
2. Municipal/Utility Engineering (203)



Agreement No. WQC-2024-CoPIED-00138

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF COLLEGE PLACE

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 College Place, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	SW 10th Street Stormwater Improvements
Total Cost:	\$150,000.00
Total Eligible Cost:	\$150,000.00
Ecology Share:	\$142,500.00
Recipient Share:	\$7,500.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in Garrison Creek through the design of water quality treatment best management practices (BMPs) at SW 10th Street in the city of College Place. This project will ultimately provide basic treatment for total suspended solids (TSS) and reduce flows to Garrison Creek by increasing stormwater infiltration.

Project Long Description:

The Environmental Protection Agency (EPA) has listed the Walla Walla River basin under Section 303(d) of the Clean Water Act for not meeting recreational water quality standards. A Total Maximum Daily Load (TMDL) for temperature, TSS, turbidity, chlorinated pesticides, bacteria, dissolved oxygen, pH, and others has been set for the river and its tributaries, including Garrison Creek. The Walla Walla River supports species such as spring Chinook salmon, summer steelhead, and bull trout, highlighting its ecological importance. Additionally, the river provides wildlife habitat, recreational opportunities, and water supply, contributing significantly to the community's value.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

This project will design stormwater treatment infrastructure along 10th Street in College Place to treat runoff from a 10-acre residential area evenly split between pervious and impervious surfaces. This project is identified as a priority in the 2020 Stormwater Master Plan because there is currently no treatment before discharge to Garrison Creek.

Currently, stormwater runoff from 1,200 linear feet of roadway sheet flows directly into the creek via an open channel on the south side of 10th Street. The project will design treatment for total suspended solids (TSS), likely using Filterra tree boxes, to improve water quality in Garrison Creek and the Walla Walla River.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

RECIPIENT INFORMATION

Organization Name: City of College Place

Federal Tax ID: 91-6001412

UEI Number: ZG1SNDHCCH16

Mailing Address: 625 S College Ave
College Place, WA 99324

Physical Address: 625 S College Ave
College Place, Washington 99324

Organization Email: rmcandrews@cpwa.us

Contacts

Project Manager	Robert McAndrews Public Works Director 625 S College Ave College Place, Washington 99324 Email: rmcandrews@cpwa.us Phone: (509) 394-8526
Billing Contact	Brian Carleton Finance Director 625 S College Ave College Place, Washington 99324 Email: bcarleton@cpwa.us Phone: (509) 394-8507
Authorized Signatory	Michael James Rizzitiello City Administrator 625 S. College Avenue College Place, Washington 99324 Email: mrizzitiello@cpwa.us Phone: (509) 394-8506

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Shilo Sprouse 4601 N Monroe Street Spokane, Washington 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
Financial Manager	Joe Kinerk Stormwater Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: joek461@ecy.wa.gov Phone: (360) 742-2875

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

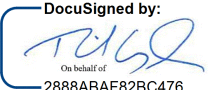
No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

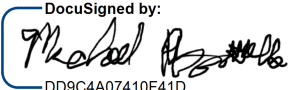
This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of College Place

By:  DocuSigned by:
On behalf of
2888ABAE82BC476 6/10/2024

By:  DocuSigned by:
DD9C4A07410E41D 6/4/2024

Vincent McGowan, P.E.

Date

Michael James Rizzitiello

Date

Water Quality

City Administrator

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Grant and Loan Administration

Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including 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. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 2

Task Cost: \$10,000.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

SCOPE OF WORK

Task Number: 3

Task Cost: \$140,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY’s standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$0.00

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit a GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- B. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- C. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

- Task Expected Outcome:
- * Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.
 - * Proper maintenance of the constructed facility to maintain water quality benefits.

Project Close Out
Deliverables

Number	Description	Due Date
4.1	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG240743

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: SFAP

Funding Effective Date: 07/01/2023

Funding Type: Grant

Funding Expiration Date: 03/31/2026

Funding Source:

Title: SFAP-SFY24

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 5%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

SFAP	Task Total
Grant and Loan Administration	\$ 0.00
Cultural and Environmental Review, and Permitting	\$ 10,000.00
Design Plans and Specifications	\$ 140,000.00
Project Close Out	\$ 0.00

Total: \$ 150,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	5.00 %	\$ 7,500.00	\$ 142,500.00	\$ 150,000.00
Total		\$ 7,500.00	\$ 142,500.00	\$ 150,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

State of Washington Department of Ecology

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Recipient Name: City of College Place

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued 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 or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or 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.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

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

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“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.
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 \$30,000 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 Unique Entity Identifier in www.sam.gov <http://www.sam.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.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 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/2301002.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 all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources 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:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, 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 Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, 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.

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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 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.

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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 and in 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.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

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)

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

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

- 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 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.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

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.
 - 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.

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

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 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

State of Washington Department of Ecology

Agreement No: WQC-2024-CoPIED-00138

Project Title: SW 10th Street Stormwater Improvements

Recipient Name: City of College Place

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

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.

End of General Terms and Conditions

Certificate Of Completion

Envelope Id: 6AFCD36F04D949E98A964F82D273B480

Status: Completed

Subject: Agreement for Signature

Source Envelope:

Document Pages: 40

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Joe Kinerk

AutoNav: Enabled

P.O. Box 47600

Envelope Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

joek461@ecy.wa.gov

IP Address: 172.56.108.240

Record Tracking

Status: Original

Holder: Joe Kinerk

Location: DocuSign

6/4/2024 2:24:09 PM

joek461@ecy.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Rizzitiello

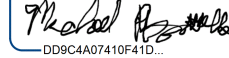
mrizzitiello@cpwa.us

City Administrator

City of College Place, WA

Security Level: Email, Account Authentication
(None)

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Viewed: 6/4/2024 5:16:47 PM

Signed: 6/4/2024 5:16:53 PM

Signature Adoption: Drawn on Device

Using IP Address: 74.85.64.82

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:


On behalf of
2888ABAF82BC476...

Sent: 6/10/2024 12:01:50 PM

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Signed: 6/10/2024 1:56:38 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 97.113.153.233

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Joe Kinerk

joek461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)**VIEWED**

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Viewed: 6/10/2024 12:01:45 PM

Completed: 6/10/2024 12:01:48 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Agent Delivery Events**Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Robert McAndrews rmcandrews@cpwa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/4/2024 2:28:10 PM
Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 12:01:48 PM
Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 12:01:49 PM
Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 1:56:39 PM
Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2024 1:56:39 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2024 2:28:10 PM
Certified Delivered	Security Checked	6/10/2024 1:53:03 PM
Signing Complete	Security Checked	6/10/2024 1:56:38 PM
Completed	Security Checked	6/10/2024 1:56:39 PM
Payment Events	Status	Timestamps

City of College Place, Washington
RESOLUTION NO. 24-085

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE,
WASHINGTON REGARDING AUTHORIZING SUBMISSION OF FEDERAL
DEPARTMENT OF TRANSPORTATION RAISE GRANT APPLICATION TO FUND THE
PLANNING & ENGINEERING OF SE 12TH ST (MYRA RD TO COLLEGE AVE)**

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, RCW 35A.11.040 authorizes the College Place City Council to “accept any gift or grant for any public purpose and may carry out any conditions of such gift or grant when not in conflict with state or federal law;” and

Whereas, section 35.21.735 of the Revised Code of Washington declares that “carrying out the purposes of federal grants or programs is both a public purpose and appropriate function for a city, town, county, or public corporation” and authorizes entry into agreements to receive and expend grant funds; and

Whereas, Chapter 39.34 of the Revised Code of Washington authorizes political subdivisions to enter into intergovernmental cooperation agreements; and

Whereas, grant funding may be available via the Federal Level (RAISE, INFRA, S4), State Level (TIB), and via other means to help fund the reconstruction of SE 12th St (Myra Rd to College Ave); and

Whereas, the College Place City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that participation in grant programs is an appropriate function for the city and that the best interests of the City of College Place will be served by passage of this resolution; and

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

- 1.** The College Place City Council hereby authorizes submission of grant applications for funding full planning and engineering of SE 12th Street (Myra Rd to College Ave) and related purposes and all other documents needed to apply for such grants.

2. The City Administrator of the City of College Place is hereby authorized to accept grants on behalf of the City of College Place that supply funding for the planning and engineering of SE 12th Street, and related purposes, and the College Place City Administrator and/or designees of the College Place City Administrator are hereby authorized and empowered to execute grant agreements and all other documents that may be required to participate in the grant programs.
3. The City Administrator of the City of College Place is designated as authorized representative in all matters arising out of participation in the grant programs authorized by Sections 1 and 2 herein, and the City Administrator of the City of College Place, and/or designees of the College Place City Administrator, are hereby authorized, empowered, and directed to comply with program requirements and to make such certifications, funding commitments, reports, or other representations which may be necessary on behalf of the City of College Place.
4. The College Place City Administrator, and/or designees of the College Place City Administrator, are hereby authorized and empowered to approve and execute other documents related to and required by the grant programs.
5. The College Place City Clerk is hereby authorized and directed to attest any application, agreement, or other document executed in accordance with this resolution.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 10th day of December, 2024.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia, City Clerk

City of College Place, Washington
RESOLUTION NO. 24-086

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE,
WASHINGTON REGARDING AUTHORIZING SUBMISSION OF FEDERAL
DEPARTMENT OF TRANSPORTATION PROTECT GRANT APPLICATION TO FUND
THE PLANNING & ENGINEERING OF SE 12TH ST (MYRA RD TO COLLEGE AVE)**

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, RCW 35A.11.040 authorizes the College Place City Council to “accept any gift or grant for any public purpose and may carry out any conditions of such gift or grant when not in conflict with state or federal law;” and

Whereas, section 35.21.735 of the Revised Code of Washington declares that “carrying out the purposes of federal grants or programs is both a public purpose and appropriate function for a city, town, county, or public corporation” and authorizes entry into agreements to receive and expend grant funds; and

Whereas, Chapter 39.34 of the Revised Code of Washington authorizes political subdivisions to enter into intergovernmental cooperation agreements; and

Whereas, grant funding may be available via the Federal Level (RAISE, PROTECT, INFRA, S4), State Level (TIB), and via other means to help fund the reconstruction of SE 12th St (Myra Rd to College Ave); and

Whereas, the College Place City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that participation in grant programs is an appropriate function for the city and that the best interests of the City of College Place will be served by passage of this resolution; and

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3. The City Administrator of the City of College Place is designated as authorized representative in all matters arising out of participation in the grant programs authorized by Sections 1 and 2 herein, and the City Administrator of the City of College Place, and/or designees of the College Place City Administrator, are hereby authorized, empowered, and directed to comply with program requirements and to make such certifications, funding commitments, reports, or other representations which may be necessary on behalf of the City of College Place.
4. The College Place City Administrator, and/or designees of the College Place City Administrator, are hereby authorized and empowered to approve and execute other documents related to and required by the grant programs.
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Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 10th day of December, 2024.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia, City Clerk

SE 12th Street Improvements

Preliminary Engineering Cost Estimate

Description	Cost (2028 Dollars)
Roadway Improvements	\$ 819,000
Roundabout	\$ 192,000
Sanitary Sewer Improvements	\$ 187,000
Stormwater Improvements	\$ 139,000
Waterline Improvements	\$ 501,000
Estimated Total Engineering Costs	\$ 1,838,000

FY 2025 Notice of Funding Opportunity

Rebuilding American Infrastructure with Sustainability and Equity Grant Program

Office of the Secretary

US Department of Transportation (DOT)

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A. BASIC INFORMATION

The Office of the Secretary (OST) announces the intention to hold two rounds of selections under the FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Notice of Funding Opportunity (NOFO).

- **Round 1** – The Department is reserving a portion of the \$1.5 billion in FY 2025 RAISE funds, provided by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL), for Highly Rated applications that were not selected under the FY 2024 RAISE NOFO and designated [FY 2024 Projects of Merit](#). FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in [Grants.gov](#) to be considered under Round 2 of the FY 2025 RAISE program.
- **Round 2** – The Department will make another round of selections using a portion of the \$1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

The FY 2024 RAISE NOFO stated:

- Projects for which an FY 2024 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as “Projects of Merit.” Projects with this designation will be carried over into FY 2025 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2025 applications eligible for advancement to the Highly Rated List.

The Department is reducing the burden on all previous applicants, who would otherwise have to revise and resubmit applications, by evaluating and selecting applications for funding using the same criteria as the FY 2024 RAISE NOFO originally published on November 30, 2023.

Additionally, this process expedites selections making a portion of the funds available to project sponsors earlier.

Topic	Description
Announcement Type	This is the initial announcement for the FY 2025 round of this program
Funding Opportunity Title	FY 2025 National Infrastructure Investments
Funding Opportunity Number	DTOS59-25-RA-RAISE
Assistance Listing Number	20.933 National Infrastructure Investments
Prior Awards	• In FY 2024, the Department received 1048 eligible applications requesting nearly \$13 billion • 148 projects were awarded a total of \$1.8 billion • Awards were made to projects in all 50 states, the District of Columbia, Puerto Rico, American Samoa, Guam, and the Northern Mariana Islands • Awards ranged from \$328,000 to \$25 million
Maximum Award Size	• RAISE grant awards are capped at \$25 million
Submission Requirements and Deadlines	Round 1: FY 2024 Projects of Merit • FY 2024 Projects of Merit must email RAISEgrants@dot.gov by 11:59 pm December 2, 2024 if they want their FY 2024 application considered for award under the reserved funding • No amendments are being made to either the selection criteria or process. No application modifications will be needed or accepted • Round 1 selections are expected to be announced by January 13, 2025 • FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in Grants.gov to be considered under Round 2 of the FY 2025 RAISE program.
	Round 2: All Applicants • All interested applicants must submit applications in Grants.gov no later than 11:59 pm eastern on January 30, 2025. • Complete instructions on how to register and apply can be found at Grants.gov. If applicants experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Customer Support Hotline at 1-800-518-4726 or email support@grants.gov • Round 2 selections are expected to be announced no later than June 28, 2025.
Eligible Activities	Planning and/or constructing surface transportation infrastructure

Eligible Applicants	• States and the District of Columbia • Any territory or possession of the United States • A unit of local government • A public agency or publicly chartered authority established by one or more States • A special purpose district or public authority with a transportation function, including a port authority • A Federally recognized Indian Tribe or a consortium of such Indian Tribes • A transit agency • A multi-State or multijurisdictional group of entities that are separately eligible
Reconnecting Extra Designation	• Applications submitted for consideration under Round 2 of the FY 2025 RAISE competition, that have an identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Program (RCP) competition and received the designation of “Reconnecting Extra,” will automatically advance for second-tier analysis if they receive an overall merit rating of “Recommended” and have at least one “High” rating in a priority criterion. • The Department expects projects that rated well under the FY 2024 RCP Program criteria will do well under the FY 2025 RAISE program criteria. • Applicants should note in the FY 2025 RAISE Project Information Form whether their FY 2025 RAISE application was also submitted under the FY 2024 RCP competition and received the “Reconnecting Extra” designation
Questions	Email RAISEgrants@dot.gov Due to the competitive nature of the program, during the application submittal phase, the Department is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project.

1. ROUND 1

i. Reservation of Funds for FY 2024 RAISE Projects of Merit

Under this NOFO, the Department is making a portion of the \$1.5 billion in FY 2025 RAISE BIL funding available to Highly Rated applications that were submitted but not selected under the FY 2024 RAISE NOFO. The Department will follow the criteria and process set forth in the FY 2024 RAISE NOFO for making selections to receive the reserved funding.

The Department will carryover all applications that advanced to the Highly Rated List but were not selected for funding. These projects were designated as [FY 2024 Projects of Merit](#). For

purposes of this reservation of funds, the Department incorporates the FY 2024 RAISE NOFO by reference and will follow that NOFO criteria for all Round 1 selections.

Using the discretionary authority provided in statute, the Secretary will select projects from the FY 2024 Projects of Merit List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

If an applicant submitted an application for funding under the FY 2024 RAISE NOFO, advanced to the Highly Rated List, but was not selected and thus designated a Project of Merit, such applicant must notify the Department by emailing RAISEgrants@dot.gov by December 2, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding.

[FY 2024 RAISE Projects of Merit](#) seeking reconsideration of their unawarded application will not be permitted to modify, amend, or supplement applications. To maximize chances of obtaining an award, FY 2024 RAISE Project of Merit applications may request consideration under the reserved funds, and they may also submit applications for Round 2 of this NOFO. The FY 2024 Project of Merit application(s) will count against an entity's three-application limit.

2. ROUND 2

i. Funding for FY 2025 RAISE Applications

Under this NOFO, in addition to Round 1, the Department intends to make another round of selections using a portion of the \$1.5 billion in BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

All interested applicants must submit applications in [Grants.gov](#) no later than 11:59 pm eastern on January 30, 2025. Round 2 selections are expected to be announced no later than June 28, 2025.

3. CHANGES FROM THE FY 2024 NOFO

This FY 2025 RAISE NOFO makes changes from the FY 2024 RAISE NOFO to:

- Outline the process to carry forward FY 2024 RAISE Projects of Merit applications for consideration under Round 1 of the FY 2025 RAISE NOFO;
- Reserve a portion of the \$1.5 billion FY 2025 BIL funding for FY 2024 RAISE Projects of Merit applications;
- Update Areas of Persistent Poverty to account for the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census;
- Update references to comply with updated [2 CFR Part 200 Appendix I](#); and
- Improve organization and clarity of the information the Department uses to assess project readiness.

B. ELIGIBILITY

1. ELIGIBLE APPLICANTS

Eligible applicants for RAISE grants are:

- States and the District of Columbia
- Any territory or possession of the United States
- A unit of local government
- A public agency or publicly chartered authority established by one or more States
- A special purpose district or public authority with a transportation function, including a port authority
- A Federally recognized Indian Tribe or a consortium of such Indian Tribes
- A transit agency
- A multi-State or multijurisdictional group of entities that are separately eligible

Ineligible applicants for RAISE grants are:

- Federal agencies
- Non-profits
- Private entities
- Individuals

Multiple states or jurisdictions may submit a joint application, designating a lead applicant as the primary contact and award recipient. The application should outline each applicant's roles and responsibilities.

DOT expects the applicant to manage and deliver the project. If the applicant plans to transfer the award to another agency, this should be stated in the application, along with a supporting letter from the designated entity.

2. MINIMUM FUNDING REQUEST FOR CAPITAL PROJECTS

Capital Grants	Minimum Request
Rural Areas	\$1 million
Urban Areas	\$5 million

Applicants submitting capital grant applications for projects located in rural areas must request at least \$1 million in RAISE funding. Applicants submitting capital grant applications for projects located in urban areas must request at least \$5 million in RAISE funding. Failure to request the minimum funding amount for a capital grant application will result in the application being ineligible.

There is no minimum funding request requirement for planning grant applications.

3. APPLICATION LIMIT

Each applicant can submit up to three applications. Unrelated project components should not be combined in one application to meet this limit. If an applicant submits more than three applications, only the first three will be considered.

4. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost. The Department **only** considers an application's Federal share to confirm eligibility.

Project Location	Cost Share Requirement
Urban	Up to 80% Federal Funding
Rural	Up to 100% Federal Funding
Area of Persistent Poverty	
Historically Disadvantaged Community	

The Federal share for RAISE grant projects **shall not exceed 80 percent** unless the project receives one of the following location designations (see Location Designations for definitions):

- Rural
- Area of Persistent Poverty (APP)
- Historically Disadvantaged Community (HDC)

Applicants with projects located in one of the designated areas above are eligible to fund the project up to 100 percent with Federal funding. Projects located in an **urban area**, that are not designated APP and/or HDC, that have **more than 80 percent federal funding will be ineligible**.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\text{RAISE Grant Request} + \text{Other Federal Funds})}{\text{Total Project Cost}} = \text{Federal Cost Share}$$

Total Project Cost means the sum of future eligible Federal and non-Federal costs yet to be incurred.

Eligible sources of non-Federal funds include:

- State funds originating from programs funded by State revenue
- Local funds originating from State or local revenue-funded programs
- Private funds
- Tribal transportation program funds under section 202 of title 23
- Federal lands transportation program funds under section 203 of title 23
- TIFIA program funds (as defined in section 601(a) of title 23)
- Railroad Rehabilitation and Improvement Financing Program under chapter 224

- Federal credit assistance (if repaid from non-Federal sources)

Toll credits under [23 U.S.C. 120\(i\)](#) are considered a Federal source under the RAISE program.

Unless otherwise authorized by statute, funds used to satisfy the cost-share requirements of a different Federal program may not be counted as the cost-share for both the RAISE grant and another Federal grant program.

Non-Federal funds are subject to the same Federal requirements as RAISE grant funds.

For each project that receives a RAISE grant award, **the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application.** If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall and maintaining the level of non-Federal funding stated in the application. If the actual costs of the project are less than the costs estimated in the application, the Department will generally reduce the Federal contribution to ensure federal cost share requirements are met.

5. PRE-AWARD AUTHORITY

Unless authorized by the Department in writing after announcement of FY 2025 RAISE awards, **any costs incurred prior to the Department's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement and cost share requirements.**¹ In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs. If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

6. LOCATION DESIGNATIONS

i. Urban or Rural

Urban and rural definitions differ across DOT programs. For the RAISE program:

- **Urban:** A project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.²
- **Rural:** A project is designated as rural if it is located outside a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.

¹ Pre-award costs are costs incurred after award announcement, but directly pursuant to the negotiation of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

² For the purpose of this NOFO, the definition of urban and rural is based on the 2020 Census-designated urbanized areas. The Department is required by the BIL to use the most recent decennial census information.

The Department provides an [interactive map](#) to show Census-designated urban areas with populations greater than 200,000 in the 2020 Census.

A project located in both an urban and a rural area will be designated as urban if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project's costs will be spent in rural areas. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

Urban and rural designations impact the following aspects of the RAISE program:

- Minimum RAISE funding requirements
- Fundings restrictions
- Cost share

ii. Areas of Persistent Poverty and Historically Disadvantaged Communities

The Department provides an [interactive map](#) to show Areas of Persistent Poverty and Historically Disadvantaged Communities.

Areas of Persistent Poverty (APP) are defined by RAISE statute:

- Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census
 - The FY 2025 RAISE NOFO updated county APP designations to utilize the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census.
- Any census tract with a poverty rate of at least 20 percent as measured by the [2014-2018 5-year data series available from the American Community Survey](#) of the Bureau of the Census
- Any territory or possession of the United States

Historically Disadvantaged Communities (HDC) are defined by the [Justice40 Interim Guidance Addendum](#) issued by the White House Office of Management and Budget (OMB), White House Council on Environmental Quality (CEQ), and Climate Policy Office (CPO):

- Any census tract or tracts identified as disadvantaged in the [Climate & Economic Justice Screening Tool \(CEJST\)](#), created by CEQ, which identifies such communities that have been marginalized by underinvestment and overburdened by pollution
- Any Federally Recognized Tribe or Tribal entity, whether or not they have land

7. ELIGIBLE PROJECTS

i. Capital Projects

Eligible capital projects activities include:

- Highway or bridge projects eligible under title 23, United States Code

- Public transportation projects eligible under chapter 53 of title 49, United States Code
- Passenger and freight rail transportation projects
- Port infrastructure investments (including inland port infrastructure and land ports of entry)
- The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code³
- Intermodal projects whose component parts are otherwise an eligible project type
- Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program
- Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program⁴
 - Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
 - Surface transportation components of transit-oriented development projects
 - Surface transportation components of mobility on-demand projects that expand access and reduce transportation cost burden

Ineligible capital projects are:

- School bus electrification and broadband deployment as a standalone project
- Improvements to Federally owned facilities
 - Unless the project is investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government

If a project type isn't explicitly listed as eligible or ineligible, applicants should explain its necessity for advancing the RAISE program goals in their application. The Department will then determine eligibility individually.

Research, demonstration, or pilot projects are only eligible if they lead to long-term, permanent surface transportation infrastructure with independent utility as defined in the Project Components section.

ii. Planning Projects

Eligible planning projects activities include:

³ Eligible surface transportation components of eligible airport projects are those projects listed in “Appendix P: Road and Surface Transportation Projects” of the Airport Improvement Program (AIP) [handbook](#). For more details on airport project eligibility, please see the Frequently Asked Questions on the [RAISE website](#).

⁴ DOT may award a RAISE grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for RAISE grants to pay for the surface transportation components of these projects. However, costs for non-surface transportation components are not eligible to count as matching funds for the RAISE grant.

- Planning, preparation, or design of eligible surface transportation capital projects described in the Capital Projects section that will not result in construction with FY 2025 RAISE funding.
 - For example: environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities
- Development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans
- Zero emissions plan for transit fleet
- Planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic
- Planning activities related to zero emission goods movement
- Development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region
- Risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster

If an application includes right-of-way acquisition, the project will be considered a capital project.

8. PROJECT COMPONENTS

An application for a RAISE grant can include multiple components, which may be executed by different parties. The Department requires all components, whether or not they receive Federal funding, to be delivered as part of the RAISE project.

Components may be funded individually if they meet the following criteria:

- Independently satisfy minimum award amounts and eligibility requirements.
- Independently align with selection criteria
- Meets National Environmental Policy Act (NEPA) requirements for independent utility – meaning the component must be a usable improvement on its own and ready for use upon completion.

Components in a single application must be related. Each component's status should be clearly outlined, for example, in the project schedule. Applicants should also detail independent components and their costs separately, showing how each one meets selection criteria and benefits on its own, in addition to how the full proposal does. Federal funding for some components might subject others to additional Federal requirements.

9. REDUCED AWARDS

If selected for award, the Department may decrease the RAISE funding amount from the applicant's request if some elements of the project are ineligible or to comply with statutory set asides such as awarding funding evenly between projects located in rural and urban areas.

10. PREVIOUS RAISE/BUILD/TIGER RECIPIENTS

Previous recipients of a RAISE grant may apply for funding to support additional phases of their project.⁵ The application should demonstrate the extent to which the previously funded project has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. A previous RAISE/BUILD/TIGER award, or application, does not affect competitiveness under the FY 2025 RAISE competition.

⁵ Includes recipients of grants under former names of the program (*Better Utilizing Investments to Leverage Development* (BUILD) and *Transportation Investment Generating Economic Recovery* (TIGER)).

C. PROGRAM DESCRIPTION

1. PROGRAM HISTORY AND AUTHORIZATION

The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 to create jobs and spur economic recovery through transportation infrastructure investments. The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021), authorized and appropriated \$1.5 billion annually to be awarded by the Department of Transportation (“DOT”) 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments to fund eligible surface transportation projects with significant local or regional impact. As of June 2024, the program has awarded more than \$15 billion over sixteen rounds to local governments, Tribes, transit and port authorities, states, and other entities. The program is codified at [49 U.S.C. 6702](#).

2. PROGRAM GOALS AND OBJECTIVES

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department’s [Strategic Plan](#)⁶ and in executive orders.

The Department seeks to fund projects under the RAISE program that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with [Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*](#).

In addition, the Department seeks to award projects under the RAISE program that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with [Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*](#).

The Department also seeks to award projects that address environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with [Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*](#).

The RAISE program advances President Biden’s [Justice40 Initiative](#), which set the goal that 40 percent of the overall benefits of certain climate, clean energy, and other covered Federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

⁶ See U.S. Department of Transportation Strategic Plan FY 2022–2026 at <https://www.transportation.gov/dot-strategic-plan>.

In addition, the Department intends to use the RAISE program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with [Executive Order 14025, *Worker Organizing and Empowerment*](#), and [Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*](#). The Department also intends to use the RAISE program to support wealth creation, consistent with the [Department's Equity Action Plan](#), through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms.

The BIL included provisions for Metropolitan Planning Organizations to consider integrating transportation planning, housing, employment opportunities, and economic development strategies.⁷ The Department strongly encourages applicants to utilize these new planning coordination opportunities in their proposed projects and describe them in their applications. **Note, the RAISE program can only fund the surface transportation infrastructure elements** of a project that may also include housing, employment opportunities, and economic development strategies.

3. RESTRICTIONS ON FUNDING

The Department must comply with the following funding restrictions:

Funding Restriction	Amount
Per State	No more than 15% which is \$225 million
Rural Projects	No more than 50% which is \$750 million
Urban Projects	No more than 50% which is \$750 million
Planning Projects	At least 5% which is \$75 million
Projects Located in Areas of Persistent Poverty and/or History Disadvantaged Communities	At least 1% which is \$15 million

The Department may retain up to \$30 million for oversight and administration of grants. Additionally, the Department may use up to 20 percent of available funds (or \$300 million) to pay the subsidy and administrative costs of a project receiving credit assistance under the [Transportation Infrastructure Finance and Innovation Act of 1998](#) (TIFIA) or [Railroad Rehabilitation and Improvement Financing](#) (RRIF) programs. Note, applicants must apply to both the RAISE program and TIFIA or RRIF loan program to be eligible for the Department to pay for subsidy and administrative costs associated with credit assistance.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

⁷See BIL div. A § 11201., *Transportation Planning*, which amends [23 U.S.C. 134](#).

4. AVAILABILITY OF FUNDS

The table below outlines the obligation and expenditure deadlines for FY 2025 BIL funding.

Fiscal Year	BIL Funding Obligation Deadline	BIL Funding Expenditure Deadline
FY 2025	September 30, 2029	September 30, 2034

FY 2025 RAISE grant funds must be obligated by September 30, 2029.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

FY 2025 RAISE funds must be expended by September 30, 2034.

- Expenditure occurs when a recipient is reimbursed for eligible project costs.
- After this date, unexpended funds are no longer available to the project.

5. PERFORMANCE GOALS

RAISE program performance measures can be found on the [RAISE website](#).

6. PREVIOUS AWARDS

Previous program awards can be seen in [Fact Sheets](#) on the RAISE website.

D. APPLICATION CONTENT AND FORMAT

The Department requires the application to include the following files, in this order and with these specific names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.1	N/A
Project Information Form (Excel file)	FY 2025 RAISE Project Information Form	D.2	N/A
Project Description	Project Description	D.3	5 pages
Project Location File	Project Location File	D.4	N/A
Project Budget	Project Budget	D.5	5 pages
Funding Commitment Documentation	Funding Commitments	D.5	N/A
Merit Criteria	Merit Criteria Narrative	D.6	15 pages
Project Readiness	Project Readiness	D.7	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.8	N/A
Benefit-Cost Analysis Calculations (capital projects only, unlocked Excel file)	BCA Calculations	D.8	N/A
Letters of Support (Optional)	Letters Of Support	D.7	N/A

The Department requires application files to be formatted as follows: single-spaced, 12-point standard font (e.g., Times New Roman), with 1-inch margins. Files should be in PDF unless otherwise specified (e.g., project information form in Excel; location files as Shapefile or KML/KMZ; and BCA calculations in Excel).

Applications should include all necessary information to demonstrate compliance with the Eligibility section and to meet selection criteria in the Criteria section. Applications must be complete at submission; the Department may request additional data, but applicants are not obligated to provide it.

Supporting documents may be included but are not required to be reviewed by evaluators.

Different evaluation teams review the merit criteria, the benefit-cost analysis, budget, and project readiness files.

The Department expects application files to include the following detailed information:

1. STANDARD FORM 424

The SF-424 Application for Federal Assistance must be completed. Applicants may leave the following fields on the form blank: 3, 4, 5a, 5b, 6, 7, 11, 13, and 14. Separate files must be attached in Item 15 to provide required project information that is not included in the body of the SF-424.

2. FY 2025 RAISE PROJECT INFORMATION FORM

The FY 2025 Project Information Form can be downloaded from [Grants.gov](https://www.grants.gov) or from the [RAISE website](#). This form is used to determine applicant and project eligibility.

Information such as applicant name, RAISE amount requested, other Federal funding, non-Federal funding, etc. may be requested in varying degrees of detail on both the SF-424 and the FY 2025 RAISE Project Information Form. Applicants must fill in all fields unless stated otherwise on the forms.

3. PROJECT DESCRIPTION FILE

This file should describe the project to be planned or constructed, including a detailed statement of work covering technical and engineering aspects, current design status, and transportation challenges and solutions. It may also include the project's history and how it fits within the applicant's broader transportation infrastructure investments.

This file should include a narrative description of the project location, detailing the geographic area and providing maps to complement the project location file. It should narratively identify if the project is located in an Area of Persistent Poverty, a Historically Disadvantaged Community, and if the project is Urban or Rural (see Location Designations section for definitions).

4. PROJECT LOCATION FILE

Applicants should submit one of the following file types that detail the project's location so the Department can verify location designations: Shapefile (.zip with .shp, .shx, .dbf, and .prj) or KML/KMZ. Google Earth can be used to create KML/KMZ files. The files should only include the project's direct physical location, not a broad service area or area of impact. **Accurate location data is crucial as it affects eligibility for the FY 2025 RAISE grants program.**

5. PROJECT BUDGET FILES

This file should describe the budget for the RAISE project using the below table and also include a narrative section. **The budget table should show only future eligible project costs and should not include previously incurred expenses.**

Funding Source	[Component 1]	[Component 2]	Total Funding
RAISE Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Other Federal Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Non-Federal Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Total Project Cost:	[\$XXX]	[\$XXX]	[\$XXX]

Note: If there is only a single component, remove “Component 2” column. If there are more than 2 components, add columns.

The budget table must show the **total project cost** by project component and the following funding sources:

- RAISE funding request
- Other Federal funds
- Non-Federal Funds

The budget table and narrative must identify the amount, type (e.g., grant, loan, bond, etc.), and source of all other Federal funds and non-Federal funds included in the budget. The budget table should demonstrate compliance with the statutory cost share requirements.

Applicants must also include the three tables listed below in their project budget file. The Department will use these tables to determine where the majority of project costs occur for the purposes of making APP, HDC, and Urban designations. The total project cost listed in each table should match the total project cost listed in the budget table above, in the SF-424 and in the FY 2025 RAISE Project Information Form. Applicants should reference the [RAISE Grant Project Location Verification](#) mapping tool when filling out the below tables.

2020 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
	Total Project Cost: \$

Note: Please reference the Census Tracts (2020 Census) layer in the [RAISE Grant Project Location Verification](#) mapping tool. Additional rows may be added if necessary.

2010 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
	Total Project Cost: \$

Note: Please reference the Census Tracts (2010 Census) layer in the [RAISE Grant Project Location Verification](#) mapping tool. Additional rows may be added if necessary.

Urban and Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	\$
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	\$
	Total Project Cost: \$

Note: Please reference the Census Designated Urban Areas with Population Greater Than 200,000 (2020 Census) layer in the [RAISE Grant Project Location Verification](#) mapping tool.

The budget narrative should include:

- **Sources, Uses, and Availability:** Provide complete information on how all capital or planning project funds may be used, their availability, and documented funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Examples of documentation include, but are not limited to, a letter signed by a governing official or chief financial officer confirming the amount and source of funding, a page or pages from the Statewide Improvement Program (STIP) or Transportation Improvement Program (TIP) (please do not include a link to the entire STIP/TIP), a signed city ordinance, or a county administrator committing previously approved general obligation bonds.
- **Contingency Amount and Plan:** Indicate the specific contingency amount included in the budget to demonstrate there is sufficient funding to cover unanticipated cost increases and describe a plan to address potential cost overruns. Planning projects are not required to include a contingency amount but must describe a plan to address potential cost overruns.
- **Level of Design:** Indicate the degree of design completion (e.g., no design, 30, 60, 90 percent design) for which the cost was estimated in the case of a capital project;
- **Cost Estimates:** Indicate how, when, and by whom project costs were estimated. Cost estimates should be no older than a year from the application deadline. If older, please apply an inflation factor.

- Cost Share: Explain how the project budget satisfies the statutory cost share or non-federal funds matching requirements shown in the project budget table, if applicable.

6. MERIT CRITERIA FILE

This file should demonstrate how the project aligns with each of the 8 statutory merit criteria described in the Merit Criteria section by:

- Organizing the narrative in the order the merit criteria are described in the Merit Criteria section
- Addressing each merit criteria separately by:
 - Identifying the bullet(s) from the rubric the project addresses
 - Identifying the element(s) of the project that address the bullet(s) from the rubric
 - Providing supporting justification using data. Unsupported claims may harm the application's competitiveness.

Applicants are encouraged to use the Department's [Equitable Transportation Community \(ETC\) Explorer](#) as a resource to describe how their project area is experiencing transportation related disadvantage as it relates to safety, affordable transportation options, pollution, access to good-paying jobs, climate change, and/or improving quality of life.

Insufficient information to assess any criterion will negatively impact the project rating.

Merit reviewers will focus on this file and will not be required to reference links or the other files in the application package.

7. PROJECT READINESS FILE

Project readiness describes an applicant's preparedness to move a proposed project forward once it receives a RAISE grant. The Project Readiness file should include information that, when considered with the project budget information, is sufficient for the Department to evaluate whether the project is reasonably expected to begin the capital or planning project in a timely manner and meet both the obligation and expenditure deadlines. To assist the Department's environmental risk review, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk assessment, and risk mitigation strategies. Applicants can see a general Project Readiness checklist on the [DOT Navigator](#). The Project Readiness file should include the sections outlined below. Supporting material that exceeds page limits may be provided as hyperlinks, attachments, or appendices.

i. Planning and Constructability

Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents.

- STIP / TIP / TTIP / TAM Plan: Is the project already listed in the STIP, TIP, Tribal Transportation Improvement Program (TTIP), and/or Transit Asset Management (TAM) Plan, if applicable? If so, provide links or attachments that show the project listing in the applicable plans/programs. If the project is not yet listed, describe any coordination that

has/will occur to facilitate listing in the applicable plans/programs and the anticipated date when listing will occur.

- Consistency with Other Plans: Is your proposal listed in and/or consistent with any other plans (e.g., the Long-Range Statewide Transportation Plan and/or Metropolitan Long-Range Plan)? If so, please summarize and provide a link to appropriate project listing.
- Freight Plans: To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the [FHWA Freight Mobility Trends Tool](#).
- Property Acquisition / Right-of-Way (ROW): Who is the owner of the existing facility? Will any new ROW acquisition be required, and if so, from whom? If acquisition will be required, describe the status and anticipated schedule for the acquisition. Will any special ROW permits or approvals be needed? If so, please describe.
- Construction Techniques and Phasing: Will the proposed improvements require unique construction techniques, non-standard project delivery methods (e.g., approaches other than design-bid-build), and/or phasing? If so, please describe.

ii. Proposed Schedule

- List the completed and/or anticipated dates (calendar month and year, not fiscal year or quarter) for the following key milestones. Dates provided should reflect a realistic amount of time to complete each milestone. Ensure that dates provided here are consistent with dates provided elsewhere in the application.
 - Start and end of preliminary design
 - Start and end of the NEPA process
 - Start and end of obtaining permits/approvals (if required)
 - Project listed in STIP, TIP, TTIP, and/or TAM Plan (as applicable)
 - Start and end of final design
 - Start and end of ROW acquisition (if required)
 - Anticipated finalization of RAISE grant agreement (if awarded)
 - Anticipated obligation of grant funds (if awarded)
 - Start and end of construction
- Project Development Phases to be Funded with RAISE: Describe the project development phase(s) proposed to be funded with RAISE funds (if awarded), and whether RAISE funds are proposed to be used for phases other than ROW acquisition and construction (e.g., for design, NEPA, etc.). Note: typically, milestones for establishing the grant agreement and obligation of funds should be scheduled before any activities/phases that will use RAISE funds.

iii. NEPA and Permitting

- NEPA Class of Action: List the class of action/type of document that has already been or will be prepared to comply with the National Environmental Policy Act (NEPA) of 1969,

as amended (e.g., a categorical exclusion, an environmental assessment, an environmental impact statement, or class of action not yet determined). If multiple NEPA documents are being prepared for this proposal, briefly explain why, and complete the prompts below for each document.

- NEPA Status and Milestones: Briefly describe the status of NEPA compliance (e.g., not started, underway, or complete), the anticipated project impacts, and proposed mitigation measures. If the NEPA process has been completed, provide the final approval date for the NEPA document. If the NEPA process has not yet been completed, list the key remaining milestones for the NEPA process, their status, and their anticipated completion dates. Identify any anticipated challenges to timely completing the NEPA process.
- Link to NEPA Documentation: If draft or final NEPA documentation is available, provide a hyperlink, attach it, or append it.
- Reevaluation and Post-Approval Changes: Describe any planned and/or completed efforts to reevaluate the NEPA documentation between the final NEPA approval and beginning of construction. Reevaluation may be warranted based on the passage of time and/or changes in the project scope, setting, impacts, or applicable requirements since the final NEPA approval.
- Permits and Approvals: List any federal, state, or local permits and approvals anticipated to be needed for the project (e.g., Clean Water Act Section 404 permit, Endangered Species Act Section 7 consultation, etc.). Provide the status of each permit or approval and the date that the permit or approval was obtained or is anticipated to be obtained. Summarize and attach relevant correspondence or documentation of consultation with permitting agencies.
- Coordination with DOT: Identify the federal lead agency for the NEPA process and any joint-lead agencies. Describe any coordination that has occurred with an agency or operating administration of USDOT regarding the project proposal and/or NEPA analysis. Describe any coordination with state, county, or local transportation agencies regarding preliminary design and the NEPA process.

iv. Project Support

- Public and Agency Involvement Process: Summarize the key events and techniques used to engage the public and other stakeholders during the NEPA process. Highlight efforts to engage disadvantaged communities and communities likely to be affected by the project, including details on compliance with environmental justice requirements and access for persons with disabilities and limited English proficiency. These efforts may include public meetings, a public website, presentations to community groups, newsletters, online outreach, etc.
- Public and Agency Involvement Results: Summarize the support, opposition, and/or other notable feedback related to the project from the following groups and describe how stakeholder feedback has been integrated into project development and design:
 - The public, including members of communities affected by the proposal,
 - Elected officials and/or bodies (e.g., federal and state legislators, city and county councils and boards, etc.),

- Other entities (e.g., members of business or industry, community organizations, advocacy groups, etc.), and
- Federal, state, or local agencies (reference any relevant information provided in the NEPA and Permitting section above).
- Attach and reference documentation of support as applicable (e.g., letters of support, letters of commitment, resolutions, summaries of public comments, etc.)

v. Risks and Mitigation

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match (non-federal funding), lack of support from stakeholders or impacted communities, or lack of legislative approval affect the likelihood of successful project start and completion. Project risks can also include the unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, and unavailability of domestically manufactured equipment.

- The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks, and describe the potential effects of each risk on meeting the key project delivery schedule milestones presented in the Proposed Schedule. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.
- If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information on the [RAISE website](#), for information on the prerequisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

vi. Technical Capacity Assessment

All applications should include a section in the Project Readiness file that demonstrates their technical capacity to successfully deliver the project in compliance with applicable Federal requirements including, but not limited to, compliance with Title VI/Civil Rights requirements and Buy America provisions. The applicant should address the following in the technical capacity section of the Project Readiness file:

- Federal Funding: experience implementing federally funded transportation projects.
- Federal Regulations: understanding of federal contract and procurement requirements, Buy America, Americans with Disabilities Act, Uniform Relocation Assistance and Real Property Acquisition Act, Davis Bacon Act, etc.
- Project Planning: practice incorporating projects into long-range development plans or adding projects to the TIP/STIP through the MPO planning process.

- Project Delivery: examples of successfully delivered projects of similar size, scope, and complexity.

8. BENEFIT-COST ANALYSIS

The purpose of the Benefit-Cost Analysis (BCA) is to enable the Department to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the current problem often referred to as the “baseline” or “no-build alternative.” The baseline defines the world without the proposed project.

Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

There should be two BCA files included in the application: (1) a narrative description of the BCA; and (2) an unlocked spreadsheet revealing the underlying calculations:

- Narrative Description of Analysis: The BCA narrative should describe the current baseline, the sources of data used to estimate the benefits of the project, document any assumptions, and the values of key input parameters. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits. This is shown as an example only:

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
A freeway divides two neighborhoods	A new street will be constructed to connect neighborhoods on each side of the freeway	Reduced travel time for pedestrians and cyclists by X miles per day due to a more direct route, as well as reduced emissions, vehicle operating costs, and travel time for vehicle occupants by lowering VMT by Y miles per year
A roadway with a high number of pedestrian fatalities has no sidewalks or marked crosswalks	Sidewalks, high visibility crosswalks, and upgraded lighting will be added to the roadway	Reduced pedestrian fatalities and injuries by X and Y per year, respectively, as well as amenity benefits of wider sidewalks for Z daily pedestrian trips

- Spreadsheet Revealing Underlying Calculations: The BCA spreadsheet file should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators. While DOT does not have a prescribed format for the BCA spreadsheet submitted by the applicant beyond ensuring that it is unlocked, to allow review, the Department is also developing a new BCA spreadsheet template that will be available to assist applicants in structuring their analysis.

Applicants should review the Department's detailed guidance on how to conduct a BCA. Both the guidance document and spreadsheet template will be available on the [RAISE website](#).

E. SUBMISSION REQUIREMENTS AND DEADLINE

1. ADDRESS TO REQUEST APPLICATION PACKAGE

All application materials may be found on [Grants.gov](https://www.grants.gov) and the [RAISE website](#).

2. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

Each applicant must:

- Be registered in [SAM.gov](https://sam.gov) before submitting its application;
- Provide a valid unique entity identifier in its application; and
- Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application under consideration by a Federal agency.

Please note that the SAM registration process takes **several weeks to complete, if not longer**.

i. Submission Instructions

All applications must be submitted electronically through [Grants.gov](https://www.grants.gov)

The Department does not accept applications via mail, fax machine, email, or other means.

Each applicant must:

- Create a [Grants.gov](https://www.grants.gov) username and password
- The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from [Grants.gov](https://www.grants.gov) and login at [Grants.gov](https://www.grants.gov) to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization

Failure to register for SAM or comply with [Grants.gov](https://www.grants.gov) applicant requirements in a timely manner will not be considered for exceptions to the submission requirements and deadline.

ii. Submission Issues

The Department is not able to assist with technical issues related to [Grants.gov](https://www.grants.gov) registration or application submission. For information and instructions, please see [Grants.gov](https://www.grants.gov). If applicants experience difficulties at any point during the registration or application submission process, please call the Customer Service Support Hotline at 1-800-518-4726 or email support@grants.gov.

3. SUBMISSION DEADLINE

Applications must be submitted through [Grants.gov](https://www.grants.gov) by 11:59 PM eastern on January 30, 2025. [Grants.gov](https://www.grants.gov) attaches a time stamp to each application at the time that submission is complete.

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through [Grants.gov](https://www.grants.gov) will be eligible for evaluation and possible selection for award.

ii. Late Applications

Any applications that [Grants.gov](https://www.grants.gov) time stamps after 11:59 PM eastern on the deadline will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to contact the [Grants.gov](https://www.grants.gov) helpdesk well in advance of the deadline.

4. INTERGOVERNMENTAL REVIEW

This program is not subject to EO 12372, Intergovernmental Review of Federal Programs.

5. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973 (see [Section 508 guidelines](#)).

F. APPLICATION REVIEW INFORMATION

1. CRITERIA

This section specifies the criteria the Department will use to evaluate applications.

TIER 1 All Eligible Applications	
Merit Criteria Review	
TIER 2	
All applications rated “Highly Recommended” under the merit criteria review automatically advance for second tier analysis. The Senior Review Team (SRT) can advance applications rated “Recommended” for second tier analysis.	
Project Readiness Review	
Environmental Risk Assessment (capital projects only)	
Financial Completeness Assessment	
Technical Capacity Assessment	
Benefit-Cost Analysis (capital projects only)	

The Department will review merit criteria for all applications. Highly Recommended capital applications will automatically advance to receive second-tier analysis consisting of three Project Readiness reviews: (1) Environmental Risk Assessment; (2) Technical Capacity Assessment; and (3) Financial Completeness Assessment, as well as a Benefit-Cost Analysis (BCA). Highly Recommended planning applications will automatically advance to receive second-tier analysis consisting of two Project Readiness areas: (1) Technical Capacity Assessment; and Financial Completeness Review. Environmental Risk Assessment and BCA will not be reviewed for planning applications. The SRT can advance select Recommended capital and planning applications for second-tier analysis under the circumstances described in the Review and Selection Process section.

iii. Merit Criteria

For each merit criterion, the Department will evaluate whether the application uses data-driven and evidence-based methods to demonstrate that the project will provide the anticipated benefits, which will result in a rating of “high,” “medium,” “low,” or “non-responsive” as described in the rubric below.

Individual Merit Criteria Ratings	
High	The criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration, except for the Partnership and Collaboration and Innovation criteria), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric.
Medium	The criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a 'high' rating, as described in the merit criteria rubric.
Low	The application contains insufficient information to assess that criterion's benefits.
Non-Responsive	The proposed project negatively affects the criterion, or the application does not address the criterion.

Planning grant applications will be evaluated against the same merit criteria as capital grants. Planning grant applications should include data on the problem intended to be addressed, but information does not need to be as driven by data as a capital project when estimating benefits of the implemented project since data is often an outcome of the project to be planned. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

The combination of individual criterion ratings will inform one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable, as shown below.

Overall Merit Rating	
Highly Recommended	six or more of the eight merit criteria ratings are "high" none of the merit criteria ratings are "non-responsive"
Recommended	one to five of the merit criteria ratings are "high" no more than three of the merit criteria ratings are "low" none are "non-responsive"
Acceptable	a combination of "high," "medium," "low," or "non-responsive" ratings that do not fit within the definitions of Highly Recommended, Recommended, or Unacceptable
Unacceptable	three or more "non-responsive" ratings

Merit Criteria	Non-Responsive	Low	Medium	High
Safety	Application did not address the Safety criterion OR Project negatively affects safety	Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: • Protect non-motorized or motorized travelers from safety risks; or • Reduce any number of fatalities and/or serious injuries	Safety is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following: • Protect non-motorized travelers from safety risks; or • Reduce fatalities and/or serious injuries in underserved communities to bring them below the state-wide average; or • Incorporate and cite specific actions and activities identified in the Department’s National Roadway Safety Strategy plan or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA’s Safety Advisory 23-1: Bus-to-Person Collisions; or • Incorporate specific safety improvements that are part of a documented risk reduction mitigation strategy and that have, for example, port-wide or transit system impact.

Merit Criteria	Non-Responsive	Low	Medium	High
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Reduce transportation-related air pollution and greenhouse gas emissions; or • Reduce vehicle miles traveled; or • Incorporate lower-carbon pavement/construction materials; or • Redevelop brownfield sites; or • Improve resilience of infrastructure to current and future weather and climate risks; or • Make basic stormwater improvements	Environmental sustainability is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits that explicitly considers climate change and environmental justice, by doing one or more of the following: • Reduce transportation-related air pollution and greenhouse gas emissions in disadvantaged communities; or • Address the disproportionately negative environmental impacts of transportation on disadvantaged communities such as by reducing exposure to elevated levels of air, water, and noise pollution; or • Align with the applicant's State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or tribal greenhouse gas reduction plan; or • Align with the U.S. National Blueprint for Transportation Decarbonization; or • Implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible

Merit Criteria	Non-Responsive	Low	Medium	High
				green space, and neighborhood centers that make it convenient to take fewer or shorter trips; or • Reduce vehicle miles traveled specifically through modal shift to transit, rail, or active transportation; or • Reduce emissions specifically by shifting freight to lower-carbon travel modes; or • Incorporate energy efficient investments, such as electrification or zero emission vehicle infrastructure; or • Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools; or • Incorporate nature-based solutions or natural infrastructure with the use of native plants; or • Referenced in a Resilience Improvement Plan or similar plan; or • Remove, replace, or restore culverts for the purpose of improving habitat for aquatic species; or

Merit Criteria	Non-Responsive	Low	Medium	High
				Avoid adverse environmental impacts to air or water quality, wetlands, and endangered species
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: - Increase affordability for travelers; or - Reduces vehicle dependence	Quality of life is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: - Increase affordable transportation choices by improving and expanding active transportation usage or significantly reducing vehicle dependence, particularly in underserved communities; or - Reduce transportation and housing cost burdens by integrating mixed-use development and a diversity of housing types, including affordable housing, with multimodal transportation infrastructure; or - Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; or - Improve access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks through transit and active transportation; or - Implement transit-oriented development that benefits existing

Merit Criteria	Non-Responsive	Low	Medium	High
				residents and businesses, low-income and disadvantaged communities, and minimizes displacement; or • Improve public health by adding new facilities that promote walking, biking, and other forms of active transportation; or • Mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or • Proactively addresses equity.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: • Increase accessible transportation choices; or • Include ADA improvements	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: • Improve system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; or • Implement plans, based on community participation and data, that addresses gaps identified in the existing network; or • Remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-

Merit Criteria	Non-Responsive	Low	Medium	High
				motorized travelers in underserved communities; or • Incorporate Universal Design including details of how the improvements go beyond ADA requirements by designing environments to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design such as a Complete Streets approach; or • Directly increasing intermodal and multimodal freight movement; or • Consider last-mile freight plans in a Complete Streets and multimodal approach
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: • Improve travel time reliability; or • Improve movement of goods; or • Create jobs related to the project’s delivery	Economic competitiveness is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits, by doing one or more of the following: • Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks; or • Facilitate tourism opportunities; or • Promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; or • Promote wealth building; or

Merit Criteria	Non-Responsive	Low	Medium	High
			and on-going operations	- Promote long-term economic growth and other broader economic and fiscal benefits; or - Create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or - Adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or - Promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a 'high' rating: - Routine or deferred maintenance; or - Create new infrastructure (not in a	State of good repair is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: Restore and modernize (such as through road diets and complete streets approaches) the existing core infrastructure assets that have met their useful life; or

Merit Criteria	Non-Responsive	Low	Medium	High
			remote community) that will be maintained in a state of good repair; or - Identify the party responsible for maintenance and describe how the new or improved asset(s) will be maintained in a state of good repair; or - Resolve the current or projected transportation system vulnerabilities	- Reduce construction and maintenance burdens through efficient and well-integrated design; or - Create new infrastructure in remote communities that will be maintained in a state of good repair; or - Address current or projected transportation system vulnerabilities for underserved communities; or - Prioritize improvement of the condition and safety of existing transportation infrastructure within the <u>existing</u> footprint
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR Project negatively affects partners or community members (e.g., negative impacts from ROW acquisition, lack	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: - Collaborate with public and/or private entities; or - Document support from local, regional, or national levels	Project has, or demonstrates plans to, support and engage diverse people and communities by doing one or more of the following: Engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project, for example, by citing and describing how the project aligns with the Department’s Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; or

Merit Criteria	Non-Responsive	Low	Medium	High
	of support for the project, etc.)			• Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; or • Partner with Disadvantaged Business Enterprises or 8(a) firms; or • Partner with high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on expanding access for women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); or • Partner and engage with unions and/or worker organizations in the development of the project and the lifecycle of the project, including the maintenance or operation of the completed project; or • Partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies; or

Merit Criteria	Non-Responsive	Low	Medium	High
				- Establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity; or - Participate in the Thriving Communities Network
Innovation	Application did not address the Innovation criterion. OR Includes non-innovative practices or components	Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a ‘high’ rating: Deploy technologies, project delivery, or financing methods that are <u>new or innovative to the applicant or community</u>	Project has, or demonstrates plans for, one or more of the following innovative benefits. Innovative Technologies - Enhance the environment for electric, connected, or automated vehicles to improve the detection and mitigation of safety risks; or - Improve safety using Advanced Driver Assistance Systems on public transit vehicles, including functions such as precision docking; lane keeping or lane centering; or - Use sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; or - Use sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or - Use low-carbon or other innovative materials; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Use caps, land bridges, or underdecks; or • Use active grade crossing detection systems to enable responsive traffic management; or • Use detection systems on railroads to target and deter trespassing; or • Digitalize curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage Innovative Project Delivery • Use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, that establishes a streamlined process for environmental consultations and permits for commonly encountered project types. Innovative Financing • Secure TIFIA, RRIF, or private activity bond financing; or • Use congestion pricing or other demand management strategies

Safety

The Department will assess how the project targets a known safety problem and seeks to protect motorized or non-motorized travelers from safety risks on roadways, transit, rail, or ports.

Applicants are highly encouraged to include data-driven information when addressing the safety criterion such as the current and projected number or rate of crashes, fatalities and/or serious injuries among transportation users and how those compare to the statewide average; details about the transportation user that will reap the safety benefits such as whether the project addresses vulnerable roadway users⁸ or whether the project addresses inequities in crash victims. If applicable, applicants should describe how the project incorporates specific actions and activities identified in the Department's [National Roadway Safety Strategy](#), or [Improving Safety for Pedestrians and Bicyclists Accessing Transit report](#), or [FTA's Safety Advisory 23-1: Bus-to-Person Collisions](#).

Environmental Sustainability

The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the project planning or project delivery stage. Environmental justice means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people: (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

The Department will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, the Department will consider, for example, how the project will significantly reduce transportation-related pollution like air pollution and greenhouse gas emissions; aligns with the applicant's State, regional, county or city carbon-reduction plan or the [U.S. National Blueprint for Transportation Decarbonization](#); address the disproportionate negative environmental impacts of transportation such as exposure to elevated levels of air, water, and noise pollution; or implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers that make it convenient to take fewer or shorter trips.

The Department will assess whether and how the project is expected to reduce emissions, such as shifts to lower emissions vehicles, transit, or active transportation; shift freight to lower-carbon

⁸ As defined by FHWA's Vulnerable Road User Safety Assessment Guidance, a vulnerable road user is a non-motorist and may include people walking, biking, or rolling as well as highway workers on foot in a work zone.

travel modes to reduce emissions; improve the resiliency of at-risk infrastructure⁹ to withstand extreme weather events and natural disasters caused by climate change such as by using [best-available climate data sets](#), [information resources](#), and [decision-support tools](#), and incorporating [nature-based solutions](#) or [natural infrastructure](#); or incorporates lower-carbon pavement or construction materials as described in the Environmental Protection Agency’s [interim guidance on low-carbon materials](#) or the [U.S. National Blueprint for Transportation Decarbonization](#).

The Department will also consider whether and how the project will incorporate energy efficient investments such as electrification or zero emission vehicle infrastructure; redevelop brownfield sites; remove, replace, or restore culverts to improve passage of aquatic species; or avoid adverse impacts to air or water quality, wetlands, and endangered species. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in [Executive Order 14030, Climate-Related Financial Risk](#) and [Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#).

Quality of Life

The Department will consider whether and how the project will improve quality of life, such as by increasing affordable transportation choices and expanding active transportation usage or significantly reducing vehicle dependence; reduce transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure; coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; reduce vehicle dependence and improve access to daily destinations such as jobs, healthcare, grocery store, schools, places of worship, recreation, or parks such as by adding new facilities that promote walking, biking; implement transit-oriented development that benefits existing residents and businesses; mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or proactively address racial equity.¹⁰

Mobility and Community Connectivity

The Department will assess whether and how the applicant will improve mobility and community connectivity. For this assessment, DOT will consider, for example, how the project will address system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase accessibility for non-motorized travelers, such as through a Complete Streets approach;

⁹ For the RAISE program, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.

¹⁰ Definitions for “racial equity” and “underserved communities” are found in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Sections 2 (a) and (b).

incorporate Americans with Disabilities Act (ADA) or [Universal Design](#)¹¹ improvements; directly increase intermodal and multimodal freight movement; or considers last-mile freight plans in a Complete Streets and multimodal approach.

Economic Competitiveness and Opportunity

The Department will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider, for example, how the project will improve intermodal or multimodal freight mobility, especially for supply chain bottle necks; facilitate tourism; promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; wealth building; long-term economic growth and other broader economic and fiscal benefits; create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations. DOT will evaluate the extent to which the project will promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development.

State of Good Repair

The Department will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider, for example, how the project will mitigate current or projected system vulnerabilities; restore and modernize (such as through road diets and Complete Streets approaches) the existing core infrastructure assets that have met their useful life; reduce construction and maintenance burdens through efficient and well-integrated design; create new infrastructure *in remote communities* that will be maintained in a state of good repair; prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint; conduct routine or deferred maintenance; create new infrastructure (*not in a remote community*) that will be maintained in a state of good repair; or identify the party responsible for maintenance and how the new or improved asset(s) will be maintained in a state of good repair.

The Department encourages applicants to improve the condition and safety of existing state and locally owned transportation infrastructure within the right-of-way before proposing projects that add new general purpose travel lanes serving single occupancy vehicles.

Partnership and Collaboration

The Department will consider the extent to which the project has or will support and engage diverse people and communities. For this assessment, DOT will consider, for example, how the project has or will collaborate with public and/or private entities; documents support from local, regional, and/or national levels; engage residents and community-based organizations to ensure

¹¹ Definition for “Universal Design” found on the General Services Administration’s Section508.gov website and states, “Universal design is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design.”

equity considerations for underserved communities are meaningfully integrated throughout the project. Applicants should describe how the project incorporates specific actions and activities identified in the Department's [Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide](#); coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; partner with Disadvantaged Business Enterprises or 8(a) firms; partner with high-quality workforce development programs with supportive services¹² to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment; partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements; or partners with communities, or community groups representative of historically underrepresented groups, to develop workforce strategies; or establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity. DOT will assess the level of detail and description provided about the partnerships listed above. Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.

The Department will consider whether the applicant is participating in the [Thriving Communities Network](#). Applications that include right-of-way acquisition plans that minimally disrupts communities and maintains community cohesion will be more competitive than right-of-way acquisition plans that disrupt communities. For projects involving other Federal agencies, or requiring action from other Federal agencies, DOT will consider the level of involvement and commitment from those agencies. For example, relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

Innovation

The Department will assess the extent to which the applicant uses innovative: (1) technologies; (2) project delivery; or (3) financing. If this project is the first time the applicant or community will deploy specific innovations, the Department will consider them innovative, to the extent applicants provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community regardless of whether other applicants or communities have implemented these innovations.

- **Innovative Technologies:** The Department will consider how the project enhances the environment for connected, electric, or automated vehicles to improve the detection, mitigation, and documentation of safety risks. Examples include the use of Advanced

¹² Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Recommended supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.

Driver Assistance Systems on public transit vehicles and detection systems on railroads to target and deter trespassing. The Department will assess the extent to which the project uses innovative technology that significantly enhances the operational performance and maintenance of the surface transportation system including sensors to inspect infrastructure and manage assets or to monitor real-time conditions of pavement quality, signage, crosswalks, or transit headways; active grade crossing detection systems to enable responsive traffic management; or digitalized curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage. The use of low-carbon materials as well as the use of caps, land bridges, or underdecks are also considered innovative.

- Please note that all innovative technology must follow 2 CFR § 200.216. If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the Department will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the Department will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the Department will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.
- Innovative Project Delivery: The Department will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships and single contractor design-build arrangements), single contractor design-build arrangements, project bundling, [https://www.fhwa.dot.gov/construction/adcms/Advanced Digital Construction Management](https://www.fhwa.dot.gov/construction/adcms/Advanced%20Digital%20Construction%20Management), [Accelerated Bridge Construction](#), [Digital as-builts](#), or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, establishing a streamlined process for environmental consultations and permits for commonly encountered project types.
- Innovative Financing: The Department will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

iv. Project Readiness

Capital project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned three evaluation ratings:

- Environmental Risk Assessment
- Financial Completeness Assessment
- Technical Capacity Assessment

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings:

- Financial Completeness Assessment
- Technical Capacity Assessment

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies.

Environmental Risk

The Environmental Risk Assessment evaluates information provided in the Project Readiness file. It analyzes the project's environmental approvals and likelihood of the necessary approvals affecting project obligation funds and timely expenditure of funds after obligation. The assessment results in a rating of "high risk," "moderate risk," or "low risk."

Technical Capacity

The Technical Capacity Assessment will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements as well as the recipient's experience working with Federal funds, civil rights compliance, and previous experience delivering infrastructure projects. This review is partially based on information submitted with the application and partially based on DOT Operating Administration knowledge of the applicant's performance. Technical Capacity ratings will be one of the following: "certain," "somewhat certain," or "uncertain."

DOT will assign the highest rating of "certain," if the application demonstrates that: the applicant has extensive experience with Federal funds; the applicant has extensive experience completing projects with similar scope; the applicant has the resources to deliver the project; and the project will comply with all applicable Federal requirements including, but not limited to, Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards, and/or the Federal Motor Carrier Safety Regulations.

If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Financial Completeness

The Financial Completeness Assessment reviews the project budget to confirm the availability of funding for the project and whether the applicant presented a complete funding package based on reasonable cost estimates. Financial Completeness ratings are: "complete," "partially complete," or "incomplete."

DOT will assign the highest rating of “complete,” if the application identifies all funding sources for the project budget, documents all funding is available and committed to the project, includes contingency amount in the project budget and describes a plan to address potential cost overruns, and cost estimates are no more than a year old or include an inflation factor. Planning grants are not required to include a contingency amount but **must discuss a plan to address potential cost overruns.**

Projects with funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates without specified budget contingencies will receive a lower rating. **All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.**

v. Benefit-Cost Analysis

For capital projects that receive second-tier analysis, the Department will consider the costs and benefits of projects seeking RAISE grant funding in determining whether a project is cost effective. To the extent possible, the Department will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project’s estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in the Benefit-Cost Analysis section.

To evaluate the costs and benefits of a proposed project, the Department will assign the project as either negative net benefits (costs exceed benefits) or positive net benefits (benefits exceed costs). Projects with negative net benefit ratings will not be selected for an award, unless the project demonstrates exceptional benefits for underserved or disadvantaged communities, as identified by the Senior Review Team (see Review and Selection Process section).

2. REVIEW AND SELECTION PROCESS

This section explicitly addresses the BIL requirement to describe the methodology for evaluation in the NOFO. The RAISE grant program review and selection process consists of Merit Criteria Review; Project Readiness Review (consisting of Environmental Risk Assessment, Financial Completeness Assessment, and Technical Capacity Assessment); Benefit-Cost Analysis; and Senior Review. The Secretary makes final project selections.

Teams comprising Department staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in the Application Review Information section. Using the Merit Review rubric described in the Application Review Information section, the combination of eight merit criteria ratings will result in one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable.

“Highly Recommended” projects automatically advance for second-tier analysis.

The Senior Review Team (SRT) reviews all “Recommended” projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a “Recommended” project only if:

- The project received a “high” in one or more of the priority criteria of safety, environmental sustainability, mobility and community connectivity, or quality of life, and the benefits in that criterion are exceptional; or
- The SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a “high” rating for one or more of the priority merit criteria listed above (whether or not the Merit Review Team assigned a “high” rating) and the benefits in that criterion would be exceptional.

Senior Operating Administration staff and OST staff may make recommendations to the SRT for which projects should advance based on exceptional benefits of a particular priority criterion.

Applications for the FY 2025 RAISE grant program that have identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Neighborhoods Program competition and received the designation of “Reconnecting Extra,” will automatically advance for second-tier analysis if they receive an overall merit rating of “Recommended” and have at least one “High” rating in a priority criterion.

Second-tier analysis consists of:

- **Capital Projects**
 - Cost-Benefit Analysis
 - Project Readiness: (1) Environmental Risk Assessment; (2) Financial Completeness Assessment; and (3) Technical Capacity Assessment
- **Planning Projects**
 - Project Readiness: (1) Financial Completeness Assessment; and (2) Technical Capacity Assessment

Following completion of second-tier analysis, the SRT determines which projects are designated as Highly Rated.

Using the discretionary authority provided in statute, the Secretary selects projects from the Highly Rated List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

Projects for which an FY 2025 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as “Projects of Merit.” Projects with this designation will be carried over into FY 2026 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2026 applications eligible for advancement to the Highly Rated List.

Consistent with past practice and statute, the Department offers debriefs to applicants not selected for award to receive information about the RAISE project’s evaluation. Due to overwhelming demand, the Department is unable to provide a RAISE award to every competitive project that applies.

G. AWARD NOTICES

1. HOW PROJECT SELECTIONS ARE ANNOUNCED

The Department emails each successful applicant and posts all selections in Fact Sheets as well as an excel file on the [RAISE website](#).

- Notice of selection is **not** authorization to begin or to incur costs for the proposed project.
- Following that announcement, the RAISE program Office and relevant operating administration will contact the point of contact listed in the SF-424 to initiate development of the grant agreement.

2. ANNOUNCEMENT DATES

- Round 1: The selections of applications, designated as FY 2024 Projects of Merit awarded reserved funding under Round 1 of this NOFO, will be announced by January 13, 2025.
- Round 2: Selections under Round 2 of this NOFO, will be announced no later than June 28, 2025.

3. PRE-AWARD COSTS

Unless authorized by the Department in writing after announcement of FY 2025 RAISE selections, any costs incurred prior to the Department's obligation of funds for a project are ineligible for reimbursement and are ineligible cost share requirements.¹³

- Project costs incurred before project selections are announced cannot be paid for with funds from this competition.
- Funds must be used only for the specific purposes as outlined in the award letter and/or authorized by the Department.

4. REIMBURSABLE PROGRAM

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds.

In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs.

- RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

¹³ Pre-award costs are costs incurred after award announcement, but directly pursuant to the development of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in [2 CFR 200.305\(b\)](#), including advance payments.

H. POST-AWARD REQUIREMENTS AND ADMINISTRATION

1. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

i. Administrative Requirements

Please visit the [RAISE website](#) for the General Terms and Conditions for FY 2024 RAISE awards. The FY 2025 RAISE Terms and Conditions will be similar to the FY 2024 RAISE Terms and Conditions, but it will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with RAISE Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive RAISE grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under RAISE but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the RAISE program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. RAISE grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor

Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a RAISE grant project administered by the FHWA, please see the [RAISE website](#).

For RAISE projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with RAISE grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, all relevant requirements under 49 U.S.C. § 22905 apply.

ii. Program Requirements

Climate Change and Environmental Justice Impact Consideration

Each applicant selected for RAISE grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in the Application Review Information section, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities in the Criteria section.

Racial Equity and Barriers to Opportunity

Each applicant selected for RAISE grant funding must demonstrate effort to improve racial equity and reduce barriers to opportunity as described in the Application Review Information section, consistent with Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Labor and Workforce

Each applicant selected for RAISE grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards as described in the Application Review Information section, consistent with Executive Order 14025, *Worker Organizing and Empowerment*, and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Critical Infrastructure Security, Cybersecurity, and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including both physical and cyber threats, consistent with the -

National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22). Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department of Homeland Security, will be required to do so before receiving funds.

Domestic Preference Requirements

As expressed in Executive Order 14005, ‘Ensuring the Future Is Made in All of America by All of America’s Workers’ (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance

As a condition of grant award all Federally assisted contractors are required to make good faith efforts to meet the goals of EO 11246, *Equal Employment Opportunity* (30 FR 12319, and as amended). Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The [U.S. Department of Labor’s Office of Federal Contract Compliance Programs](#) (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP’s Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

\$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

Project Signage and Public Acknowledgements

Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that “the project is funded by the Infrastructure Investment and Jobs Act.” In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the [Investing in America Emblem Style Guide](#). Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

2. REPORTING

i. Progress Reporting on Grant Activities

Each applicant selected for RAISE grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the RAISE grant program.

ii. Performance Reporting

Each applicant selected for RAISE grant funding must collect and report to the DOT information on the project’s performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RAISE Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in the Criteria section. Performance reporting continues for several years after project construction is completed, and DOT does not provide RAISE grant funding specifically for performance reporting. RAISE grant performance measures are posted on the [RAISE website](#).

iii. Program Evaluation

As a condition of grant award, RAISE grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant

recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

I. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov. In addition, DOT will post answers to questions and requests for clarifications on the [RAISE website](#). To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RAISE grant selection and award process upon request.

J. OTHER INFORMATION

1. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it “Contains Confidential Business Information (CBI);” (2) mark each page that contains confidential information with “CBI;” (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. PUBLICATION AND SHARING OF APPLICATION INFORMATION

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in the Protection of Confidential Business Information section, The Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.



Pete Buttigieg

Issued in Washington D.C. on November 1, 2024

VIEW GRANT OPPORTUNITY

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693JJ325NF00008

Fiscal Years 2024-2026 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program

Department of Transportation

DOT Federal Highway Administration

Apply

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- SYNOPSIS
- VERSION HISTORY
- RELATED DOCUMENTS
- PACKAGE

General Information

Document Type:	Grants Notice	Version:	Synopsis 5
Funding Opportunity Number:	693JJ325NF00008	Posted Date:	Oct 25, 2024
Funding Opportunity Title:	Fiscal Years 2024-2026 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program	Last Updated Date:	Oct 25, 2024
Opportunity Category:	Discretionary	Original Closing Date for Applications:	Feb 24, 2025
		Current Closing Date for Applications:	Feb 24, 2025
		Archive Date:	Mar 26, 2025
		Estimated Total Program Funding:	\$ 876,000,000
		Award Ceiling:	\$876,000,000
		Award Floor:	\$100,000

Opportunity**Category****Explanation:****Funding** Grant**Instrument****Type:****Category of** Transportation**Funding****Activity:****Category****Explanation:****Expected** 60**Number of****Awards:****Assistance** 20.205 -- Highway**Listings:** Planning and
Construction**Cost Sharing** Yes
or Matching
Requirement:

Eligibility

Eligible Others (see text field entitled "Additional Information on
Applicants: Eligibility" for clarification)**Additional** APPLICANT ELIGIBILITY IS DEPENDENT ON PROJECT TYPE
Information FOR THE PROTECT PROGRAM. Please refer to Related
on Documents tab for full text of the NOFO, including applicant
Eligibility: eligibility requirements. Specifically, refer to Section C.1 of the
NOFO for details on Eligible Applicants.

Additional Information

Agency Name: DOT Federal Highway Administration

Description: **PLEASE REFER TO THE RELATED DOCUMENT TAB FOR THE FULL TEXT OF THIS FUNDING OPPORTUNITY. IT'S INCUMBENT ON INTERESTED APPLICANTS TO REVIEW AND UNDERSTAND THE NOFO REQUIREMENTS PRIOR TO SUBMITTING APPLICATIONS.**

ORIGINAL NOFO POSTING (10/25/2024):

FHWA is hereby accepting applications under the Fiscal Years 2024-2026 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program.

PROGRAM OVERVIEW: The purpose of the PROTECT Program is to provide grants on a competitive basis for projects that seek to strengthen surface transportation to be more resilient to natural hazards, including climate change, sea level rise, heat waves, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk costal infrastructure.

INFORMATIONAL WEBINARS: For each Application Open Period, FHWA plans to conduct outreach regarding PROTECT Discretionary Program grants in the form of virtual meetings (Webinars) after the NOFO period opens, and before the NOFO period closes. To view upcoming Webinars and register, please follow the instructions posted on <https://www.fhwa.dot.gov/environment/protect/discretionary>. The Webinars will be recorded and posted on FHWA's PROTECT Discretionary Grant Program Website at <https://www.fhwa.dot.gov/environment/protect/discretionary>.

APPLICATION DEADLINES:

- **FY 2024 and 2025 Deadline:** February 24, 2025, 11:59 p.m. ET
- **FY 2026 Deadline:** February 24, 2026, 11:59 p.m. ET

Link to Additional Information: [PROTECT Program Website](#)

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:
Ryan J Buck
Agreement Officer
PROTECTdiscretionary@dot.gov

[PROTECT Program Inbox](#)

Similar Opportunities (identified by AI)

NOAA-NOS-NCCOS-2025-28604

NOAA-OAR-WPO-2025-28598

NOAA-OAR-WPO-2025-28599

USDA-FS-2024-CWDG-SGSF

USDA-FS-2024-CWDG-NEMW

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DTOS59-25-RA-RAISE

FY 2025 National Infrastructure Investments

Department of Transportation

69A345 Office of the Under Secretary for Policy

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- SYNOPSIS
- VERSION HISTORY
- RELATED DOCUMENTS
- PACKAGE

General Information

Document Type:	Grants Notice	Version:	Synopsis 4
Funding Opportunity Number:	DTOS59-25-RA-RAISE	Posted Date:	Nov 01, 2024
Funding Opportunity Title:	FY 2025 National Infrastructure Investments	Last Updated Date:	Nov 01, 2024
Opportunity Category:	Discretionary	Original Closing Date for Applications:	Jan 30, 2025
Opportunity Category Explanation:		Current Closing Date for Applications:	Jan 30, 2025
Funding Instrument Type:	Grant	Archive Date:	Dec 31, 2025
Category of Funding	Transportation	Estimated Total Program Funding:	\$1,500,000,000
		Award Ceiling:	\$25,000,000
		Award Floor:	\$0

Activity:	
Category	
Explanation:	
Expected	150
Number of	
Awards:	
Assistance	20.933 --
Listings:	National
	Infrastructure
	Investments
Cost Sharing or	Yes
Matching	
Requirement:	

Eligibility

Eligible Applicants:	Others (see text field entitled "Additional Information on Eligibility" for clarification)
Additional Information on Eligibility:	Additional Information on Eligibility: Eligible Applicants for RAISE Transportation Discretionary Grants are States and the District of Columbia; any territory or possession of the United States; a unit of local government; a public agency or publicly chartered authority established by 1 or more States; a special purpose district or public authority with a transportation function, including a port authority; a Federally recognized Indian Tribe or a consortium of such Indian Tribes; a transit agency; and a multi-State or multijurisdictional group of entities. Multiple States or jurisdictions may submit a joint application and must identify a lead applicant as the primary point of contact. Each project party in a joint application must be an Eligible Applicant. Joint applications must include a description of the roles and responsibilities of each project party and must be signed by each project party.

Additional Information

Agency Name:	69A345 Office of the Under Secretary for Policy
Description:	The Infrastructure Investment and Jobs Act of 2021 ("Bipartisan Infrastructure Law," or "BIL") authorized and appropriated \$1.5 billion to be awarded by the Department of Transportation ("DOT") for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. This Notice of Funding Opportunity (NOFO) solicits applications for projects funded under the Local and Regional Project Assistance Program, known as the RAISE Grants program. If the FY 2025 Appropriations Act provides additional funding for the RAISE grants program and/or significantly different requirements for National

Infrastructure Investment funds, the Department will amend this Notice with guidance on additional requirements.

As with previous rounds, funds for the FY 2025 RAISE Transportation program are to be awarded on a competitive basis for projects that will have a significant local or regional impact.

The BIL mandates that DOT will award at least five percent of available funds, (\$75 million of the \$1.5 billion) for the planning, preparation or design of eligible projects.

The BIL specifies that not more than 50 percent of funds can be spent on projects located in a rural area with a population equal to or less than 200,000 and not more than 50 percent of funds can be spent on projects located in an urbanized area with a population of more than 200,000. Pursuant to the BIL, no more than 15 percent of the funds made available for RAISE Transportation Discretionary Grants (or \$225 million) may be awarded to projects in a single State. Further, pursuant to the BIL, DOT must take measures to ensure an equitable geographic distribution of grant funds, an appropriate balance in addressing the needs of urban and rural areas, and investment in a variety of transportation modes. The BIL requires that FY 2025 RAISE funds are only available for obligation through September 30, 2029. All RAISE funds must be expended by September 30, 2034. As part of the review and selection process described in the Notice of Funding Opportunity, DOT will consider whether a project is ready to proceed with an obligation of grant funds from DOT within the statutory time provided. Under the BIL, no waiver is possible for these deadlines. The BIL allows for up to 20 percent of available funds (or \$300 million) to be used by the Department to pay the subsidy and administrative costs for a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 ("TIFIA") program, if it would further the purposes of the RAISE Transportation Discretionary Grant

program. Recipients of prior RAISE, BUILD or TIGER Discretionary Grants may apply for funding to support additional phases of a project awarded funds in earlier rounds of this program. However, to be competitive, the applicant should demonstrate the extent to which the previously funded project phase has been able to meet estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. DOT expects that each RAISE Transportation Discretionary Grant will be administered by one of the relevant modal administrations, pursuant to a grant agreement between the RAISE Transportation Discretionary Grant recipient and the relevant modal administration.

The BIL specifies that RAISE Transportation Discretionary Grants may not be less than \$5 million and not greater than \$25 million, except that for projects located in rural areas the minimum RAISE Transportation Discretionary Grant size is \$1 million. There is no minimum award size for planning projects.

**Link to
Additional
Information:**

[RAISE Transportation Discretionary Grant Program](#)

**Grantor
Contact
Information:**

If you have difficulty accessing the full announcement electronically, please contact:
Andrea Jacobson
RAISE Program Manager

[Program Manager](#)

Similar Opportunities (identified by AI)

RDBCP-RBDG-2025

EDA-PHI-TA-PRO-2021-2006851

USDA-NRCS-NHQ-ACES-24-NOFO00...

PWEAA2023

EDA-DISASTER-2023

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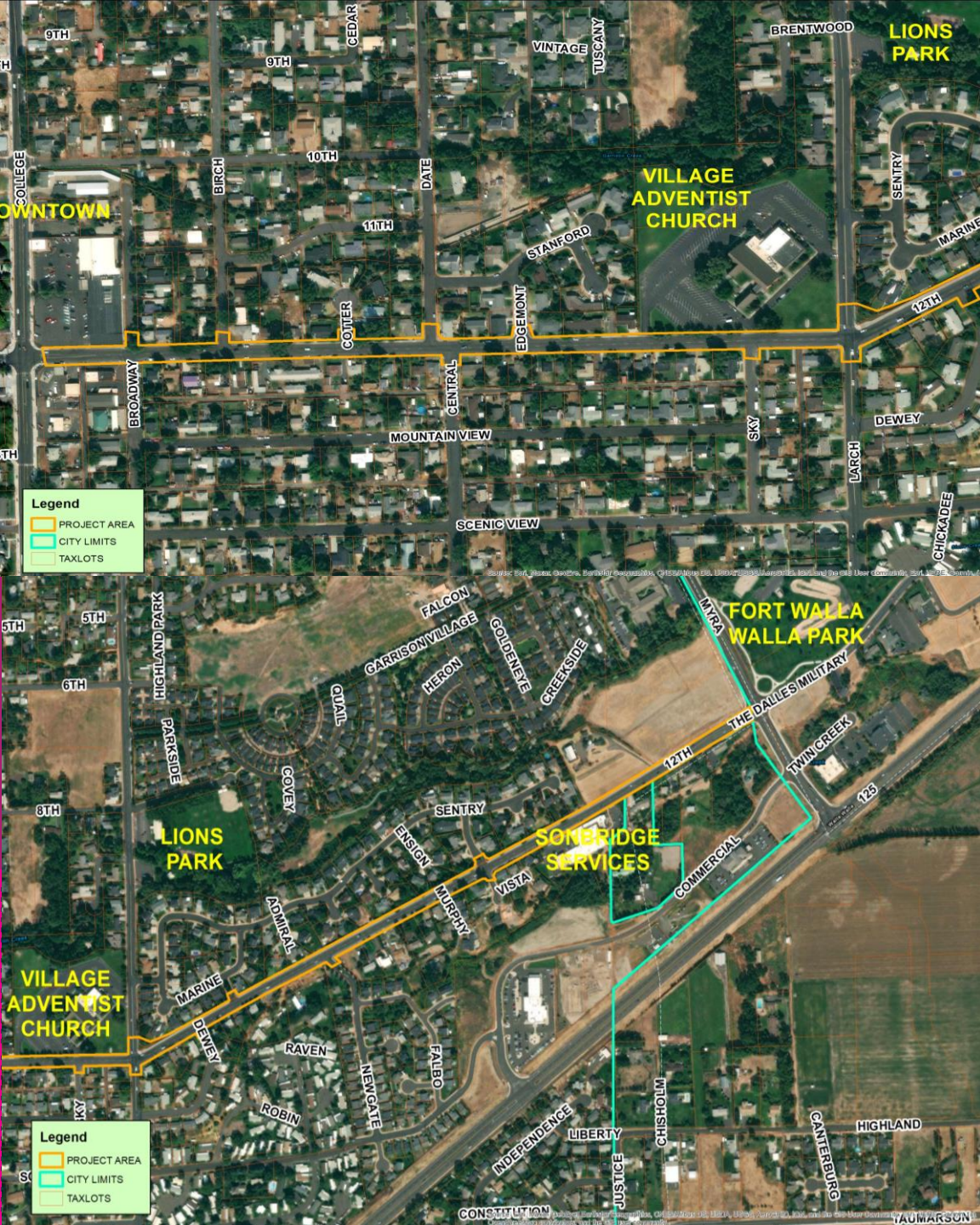
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SE 12TH STREET RECONSTRUCTION (MYRA TO COLLEGE)





SE 12TH - COLLEGE TO MYRA

- Description: Reconstruction of 1.23 miles of minor arterial roadway into a complete street with 11' travel lanes, parking lane, bike lane, replace sidewalk with ADA improvements, pedestrian streetlamps, and utility improvements.
- Functional Classification: Minor Arterial
- Project Length: 1.23 Miles
- Priority: 1
- **Total Project Cost: \$18.3 Million Dollars**
- Location: Central College Place
- ADT: 3,429
- Project Impact: Significant. Key Connector
 - Downtown College Place
 - Lions Park/Meadowbrook Business District
 - Sonbridge/Fort Walla Walla Park/Myra Rd

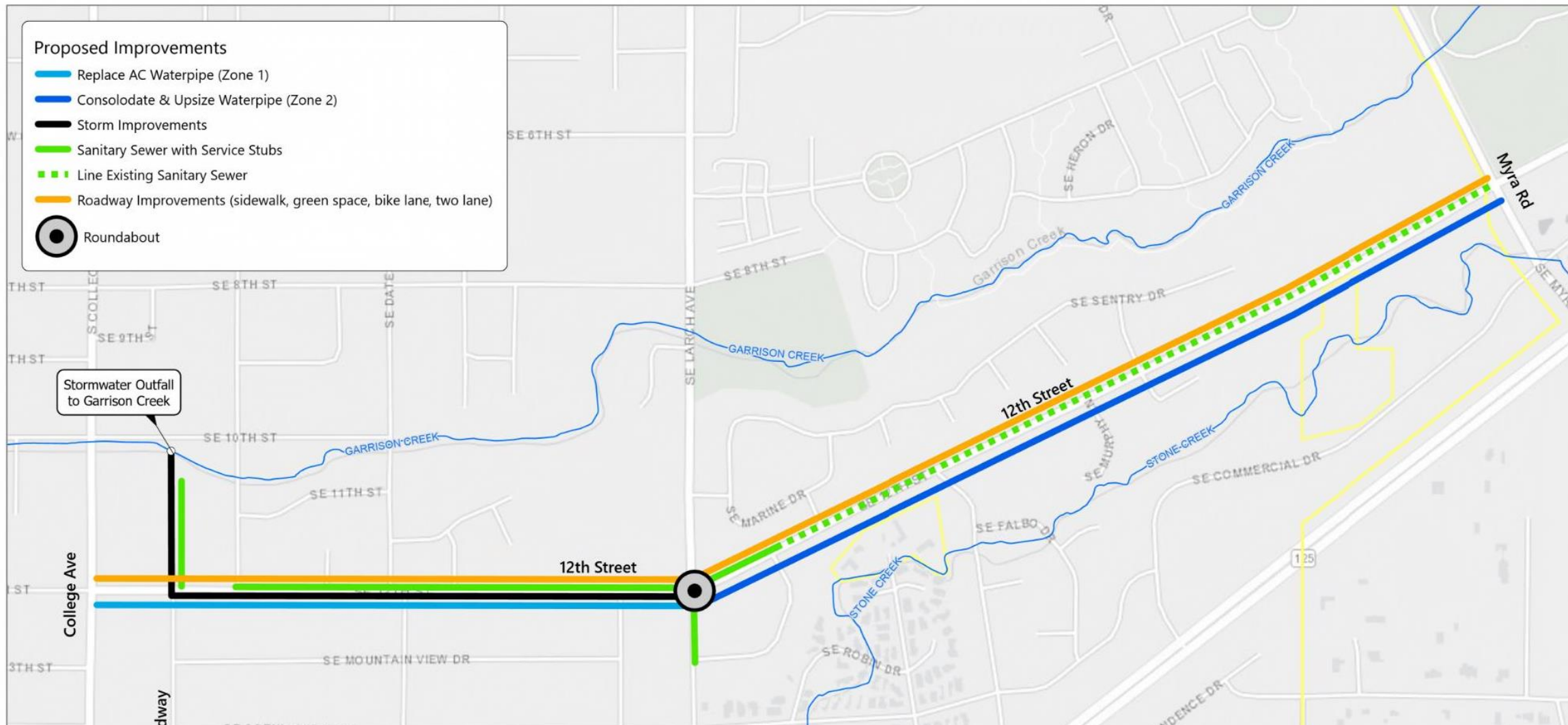


SE 12TH - COLLEGE TO MYRA

- Description: Reconstruction of 1.23 miles of minor arterial roadway into a complete street with 11' travel lanes, parking lane, bike lane, replace sidewalk with ADA improvements, pedestrian streetlamps, and utility improvements.
- Secured Funding: **\$0.9 Million Dollars**
- Grant Programs Eligible:
 - State Transportation Improvement Board UAP
 - WSDOT Pedestrian & Bike
 - WSDOT Safe Routes to School
 - WSDOT Highway Safety
- Regionally significant.

Proposed Improvements

- Replace AC Waterpipe (Zone 1)
- Consolidate & Upsize Waterpipe (Zone 2)
- Storm Improvements
- Sanitary Sewer with Service Stubs
- - - Line Existing Sanitary Sewer
- Roadway Improvements (sidewalk, green space, bike lane, two lane)
-  Roundabout



SE 12th Street (College Ave to Myra Rd) - Proposed Improvements

City of College Place



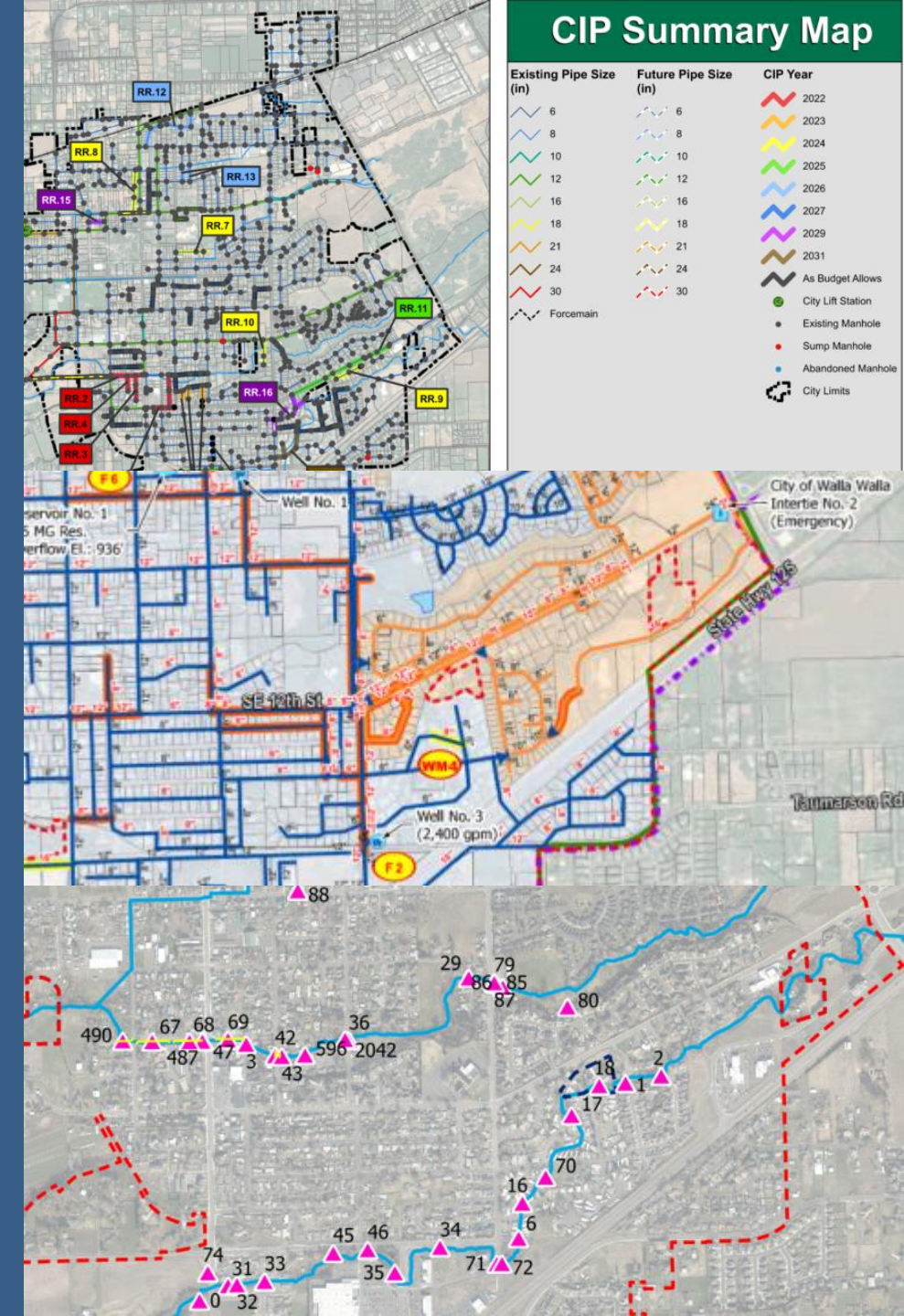
0 300 600 1,200
Feet

Date Exported: 10/16/2024



UTILITIES

- General Sewer Plan
 - Rehabilitation of old pipe that is an O & M problem and suspected source of infiltration.
 - Projects RR 9, RR 11, and RR 16 from GSP
 - Reroute sewer main from backyards to roadway
- Water System Plan
 - Replace old and undersized pipes for fire flow
 - Replace portion of pipe currently difficult to access
 - Upsize key portion of transmission main for emergency intertie
 - Replace AC pipe
- Stormwater Master Plan
 - Add treatment to existing Outfall #3
 - Improve drainage on existing roadway
 - CIP #89 and #90 in SMP



PROJECT COST BREAKDOWN

Preliminary Cost Estimate for Planning, Design, Permitting, and Construction

Description	Cost (2028 Dollars)
Roadway Improvements	\$ 7,931,000
Roundabout	\$ 1,930,000
Sanitary Sewer Improvements	\$ 1,916,000
Stormwater Improvements	\$ 1,346,000
Waterline Improvements	\$ 5,144,000
Estimated Total Project Cost	\$ 18,267,000



THANK YOU

Mike Rizzitiello

509-394-8506

mrizzitiello@cpwa.us

City of College Place, Washington
RESOLUTION NO. 24-087

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
ACCEPTING THE STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD
COMPLETE STREET GRANT FOR NE ROSE STREET (ASH TO CAREY CT) PEDESTRIAN LIGHTING**

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, the City Council authorized the City Administrator to submit a grant application into the State Transportation Improvement Board Complete Street Grant Program via Resolution #24-013 adopted on February 27th, 2024; and

Whereas, the State of Washington Transportation Improvement Board (TIB) awarded grant funds of \$1,825,692; and

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

- 1.** Authorizes the City Administrator to sign grant agreement for State Transportation Improvement Board Complete Street Grant for NE Rose Street Pedestrian Lighting of \$1,825,692.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 10th day of December, 2024.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia City Clerk



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club & Washington
Bikes

Nick Covey
Link Transit

Andrew Denham
Town of Twisp

Stephanie Forman
Forman Consulting

Preston Frederickson
City of Walla Walla

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 22, 2024

Michael Rizzitiello, P.E.
City Administrator
City of College Place
625 South College Avenue
College Place, WA 99324-1516

Dear Michael Rizzitiello:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, Rose Street Multiuse Path Illumination, NE Ash Ave to NE Carey Ct, TIB project number C-E-177(003)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$1,825,692.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and revise, if necessary. Sign and email a copy.
- Submit the section of your adopted Six-Year Transportation Improvement Plan listing this project.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than May 1 and construction activities shall start no later than July 1 of the year of scheduled construction, unless TIB provides an extension in writing.**

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2025, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Jonathan Heusman, TIB Project Engineer, at JonathanH@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



Transportation Improvement Board

Project Funding Status Form

Agency Name: **COLLEGE PLACE**
Project Name: **Rose Street Multiuse Path Illumination**
NE Ash Ave to NE Carey Ct

TIB Project Number: **C-E-177(003)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
COLLEGE PLACE	202,855	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	202,855	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

City of College Place
C-E-177(003)-1
Rose Street Multiuse Path Illumination
NE Ash Ave to NE Carey Ct

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of College Place
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Rose Street Multiuse Path Illumination, NE Ash Ave to NE Carey Ct (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of College Place, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$1,825,692, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Conner's
FLOORING & DESIGN





Memorandum

DATE: August 4, 2022

TO: Mike Rizzitiello, P.E., City Administrator
City of College Place, WA

FROM: Rick Keniston, P.E., PBS Senior Transportation Engineer

PROJECT: NE Damson Avenue and NE Rose Street Improvements

REGARDING: Traffic Level Of Service Memo For TIB Application

The City of College Place, WA, and the surrounding City of Wall Walla areas, are experiencing a period of rapid growth, in both residential and economic land uses. New growth is occurring not only in un-developed areas, but also in areas of existing infrastructure, which is often not equipped with multimodal facilities that provide needed access to active transportation users.

This project provides for multimodal access on two existing City streets: NE Rose Street and NE Damson Avenue.

NE Rose Street, N College Way to NE Lambert Avenue:

Existing condition: NE Rose Street is an east-west arterial that connects College Place with downtown Walla Walla. From N. College Way, east to NE Lambert Avenue, NE Rose Street is a three-lane street with a minimal shoulder and barrier curb on the north (westbound) direction; and minimal shoulder, curb, and an existing asphalt multi-use path on the south (eastbound) direction. NE Rose Street has a two-way median turn lane in this section. East of NE Lambert Avenue, to NE Carey Court, NE Rose Street is a four-lane arterial with minimal shoulders no median turn lane, and includes sidewalks on both sides.

Proposed project: This project proposes to revise NE Rose Street, from NE Lambert Avenue to NE Carey Court, by re-striping the street from the existing four lanes, to a "road diet" of one lane in each direction, median turn lane, and 5 ft bike lanes in each direction. It will also add pedestrian-level street lighting on NE Rose Street for the entire section from Ash Street to Carey Court.

Existing and proposed traffic Level of Service (LOS):

NE Rose Street has a total peak hour traffic volume of approximately 350 vehicles per hour. A corresponding daily traffic volume of approximately 3500 vehicles per day. A traffic count at NE Rose St and Wallula/NE Lambert St from March 31, 2020 is the reference for this estimate. A peak hour total of 350 vehicles on a two-lane street with left turn lanes is far under the capacity of such a street, which would be in the 1,000 vehicles per hour range. 350 vehicles per hour would equate to a Level of Service A in both the existing condition, and proposed project condition.

NE Rose Street, NE Lambert Avenue to NE Carey Court:

In the section of NE Rose Street, from NE Lambert Avenue to NE Carey Court, where the City proposes to reduce the number of travel lanes from four to two, (with bike lanes and continuous center turn lane), the peak hour traffic volumes of 350 vehicles per hour is still well under the roadway capacity for a three-lane section, and is estimated to provide LOS A in the after-project condition..

NE Damson Avenue, NE Rose Street to NE C Street:

Existing condition: NE Damson Avenue is a 700 ft long local collector street that provides residential access to NE Rose Street. It is an un-striped two-lane asphalt road with a church, two homes and a duplex abutting it. There is a one-block park on the east side of NE Damson with a sidewalk. The remainder of Damson Avenue has no sidewalks.

Proposed project: This project proposes to resurface NE Damson Avenue from NE Rose Street to NE C Street, and add new sidewalks on each side of the street.

Existing and proposed traffic Level of Service (LOS):

Recent traffic counts on NE Damson Avenue (April 2022) show a daily traffic volume that ranges from 338 vehicles to 564, for an average of 471 vehicle per day. PM peak hour counts were higher than AM peak hour, and ranged from 40 to 51 vehicles per hour (VPH), with an average of 47 VPH. A peak volume of 47 VPH is less than one vehicle per minute (one vehicle every 60 seconds), so the Level of Service is quite good (LOS A). This condition would not change in the "after" conditions with the added sidewalks.



Attachment(s): NE Rose Street & Wallula/NE Lambert Avenue traffic count 3/31/2020.

Intersection: Rose/Wallula
 Count Date: Tuesday, March 31, 2020
 Count Taken At: 16:08
 Interval Length 15 mins
 # of Intervals: 8

Southbound: Wallula
 Westbound: Rose
 Northbound: Lambert
 Eastbound: Rose

Total Veh:	Peak Hour	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	PHF
	16:38 to 17:38	1	6	34	65	112	28	1	5	0	0	90	0	342	0.92
	Heavy Veh %	0%	0%	6%	0%	1%	0%	0%	0%	--	--	1%	--	1%	

Autos:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	3	9	11	24	3	3	0	0	0	21	0	74	--
2	16:23 to 16:38	0	1	7	8	32	5	0	0	0	0	26	0	79	--
3	16:38 to 16:53	0	0	13	20	32	3	0	2	0	0	22	0	92	--
4	16:53 to 17:08	0	3	3	14	20	6	1	1	0	0	26	0	74	319
5	17:08 to 17:23	0	1	9	15	36	10	0	1	0	0	16	0	88	333
6	17:23 to 17:38	1	2	7	16	23	9	0	1	0	0	25	0	84	338
7	17:38 to 17:53	0	2	6	8	21	4	1	0	0	0	20	0	62	308
8	17:53 to 18:08	1	4	7	13	30	5	0	2	0	0	13	0	75	309

Trucks:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	0	0	0	0	0	0	0	0	0	0	0	0	--
2	16:23 to 16:38	0	0	0	0	0	0	0	0	0	0	0	0	0	--
3	16:38 to 16:53	0	0	0	0	0	0	0	0	0	0	0	0	0	--
4	16:53 to 17:08	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	17:08 to 17:23	0	0	1	0	0	0	0	0	0	0	0	0	1	1
6	17:23 to 17:38	0	0	0	0	0	0	0	0	0	0	0	0	0	1
7	17:38 to 17:53	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8	17:53 to 18:08	0	0	0	0	0	0	0	0	0	0	0	0	0	1

Buses:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	0	0	0	0	0	0	0	0	0	0	0	0	--
2	16:23 to 16:38	0	0	0	0	0	0	0	0	0	0	1	0	1	--
3	16:38 to 16:53	0	0	1	0	0	0	0	0	0	0	0	0	1	--
4	16:53 to 17:08	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5	17:08 to 17:23	0	0	0	0	0	0	0	0	0	0	1	0	1	3
6	17:23 to 17:38	0	0	0	0	1	0	0	0	0	0	0	0	1	3
7	17:38 to 17:53	0	0	0	0	0	0	0	0	0	0	0	0	0	2
8	17:53 to 18:08	0	0	0	0	0	0	0	0	0	0	1	0	1	3

Total Veh:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	3	9	11	24	3	3	0	0	0	21	0	74	--
2	16:23 to 16:38	0	1	7	8	32	5	0	0	0	0	27	0	80	--
3	16:38 to 16:53	0	0	14	20	32	3	0	2	0	0	22	0	93	--
4	16:53 to 17:08	0	3	3	14	20	6	1	1	0	0	26	0	74	321
5	17:08 to 17:23	0	1	10	15	36	10	0	1	0	0	17	0	90	337
6	17:23 to 17:38	1	2	7	16	24	9	0	1	0	0	25	0	85	342
7	17:38 to 17:53	0	2	6	8	21	4	1	0	0	0	20	0	62	311
8	17:53 to 18:08	1	4	7	13	30	5	0	2	0	0	14	0	76	313

City of College Place, Washington
RESOLUTION NO. 24-299

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
APPROVING AGREEMENT WITH DESIGN WEST TO PERFORM ARCHITECT AND ENGINEERING
SERVICES FOR LION’S PARK COMMUNITY CENTER RENOVATION AND AUTHORIZING CITY
ADMINISTRATOR TO EXECUTE AGREEMENT**

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, Chapter 35.59 RCW permits cities to own and operate a single multi-purpose community center as defined by RCW 35.59.010 as follows:

the lands, interests in lands, property, property rights, equipment, buildings, structures and other improvements developed as an integrated, multi-purpose, public facility on a single site or immediately adjacent sites for the housing and furnishing of any combination of the following community or public services or facilities: Administrative, legislative or judicial offices and chambers of any municipality, public health facilities, public safety facilities including without limitation, adult and juvenile detention facilities, fire and police stations, public halls, auditoria, libraries and museums, public facilities for the teaching, practice or exhibition of arts and crafts, educational facilities, playfields, playgrounds, parks, indoor and outdoor sports and recreation facilities. The term multi-purpose community center shall also mean and include walks, ramps, bridges, terminal and parking facilities for private vehicles and public transportation vehicles and systems, utilities, accessories, landscaping, and appurtenances incident to and necessary for such centers.

And;

Whereas, City Council has approved the renovation of the Community Center at the City’s Lion’s Public Park location as part of the Lion’s Park renovation Project; and

Whereas, The City issued a Request for Qualifications from the public to provide architect and engineering services for the Community Center renovations, received 11 responsive Statement of Qualifications/Proposals, scored the 11 submissions and awarded the project to Design West P.A. based on highest overall score; and

Whereas, staff successfully negotiated the terms and conditions for Design West to provide the services to the City and the Agreement is attached hereto as Exhibit A and made a part hereof; and

Whereas, approval of the Agreement and authorization to execute the same is needed from Council.

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

- 1. Approval of Agreement.** City Council approves all terms and conditions of the Agreement at Exhibit "A".
- 2. Authority for Staff to Execute Necessary Documents.** The City Administrator is authorized to execute the Agreement.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 10th day of December, 2024.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia, City Clerk

AGREEMENT TO PERFORM ARCHITECT and ENGINEERING SERVICES FOR THE LION'S PARK COMMUNITY CENTER RENOVATION

This Agreement is entered into on the date of last execution, between the City of College Place (CITY), a non-charter code Washington municipal corporation, and Design West Architects (CONTRACTOR), collectively (PARTIES). The PARTIES in consideration of the terms and conditions herein agree as follows:

1. Work

CONTRACTOR shall provide Architect Services in conformance with the CONTRACTOR's CITY accepted bid submission which is attached hereto as Exhibit B and fully incorporated in this Agreement to design a multistory structure that will replace the existing community center (801 SE Larch Avenue, College Place, WA), (PROJECT) The replacement Community Center needs to fit within a 9,000 square foot footprint. The replacement structure must aesthetically blend in with the surrounding park. Lions Park is undergoing a \$7 million dollar transformation and is slated to reopen in May 2025. This project is Phase II and will occur after the park reopens. The replacement structure must be designed to include the following:

- 1ST floor:
 - Preschool Classrooms (ECAPP)
 - Community Room
 - Commercial Kitchen (designed so Farmers Market Vendors can rent out and prepare perishable food)
 - Outdoor Patio
 - Elevator
- 2nd floor:
 - Rural Library District Branch (approximately 6,000 square feet)

CONTRACTOR shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, and reports. The CONTRACTOR shall perform the Work according to generally accepted architect and civil engineering standards of care and consistent with achieving the Work within budget, on time, and in compliance with applicable laws, regulations, and permits.

CITY's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, incidental Work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy, completeness, or accuracy of its Work. CITY's review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.

2. City's responsibilities

CITY will provide CONTRACTOR necessary technical data in CITY's possession relating to the Work and the Project. CITY will make its facilities reasonably accessible to CONTRACTOR as required for CONTRACTOR'S performance of its services. CITY will examine CONTRACTOR's submittals and render in writing decisions required of the CITY in a timely manner. Any such examinations and any consultations needed by the CITY shall not relieve the CONTRACTOR of any obligations under this Agreement, or of its duty to render professional services meeting the standards of care applicable to CONTRACTOR's profession(s).

3. Authorization, progress, and completion

In signing this Agreement, CITY grants CONTRACTOR specific authorization to proceed with Work.

4. Compensation

The CITY agrees to pay the CONTRACTOR for the Work performed pursuant to this Agreement pursuant to the Fee Schedule dated November 12, 2024, attached hereto as Exhibit "A" and incorporated herein.

The CONTRACTOR shall invoice the CITY for services performed pursuant to this Agreement by submitting said invoice to:

AP@cpwa.us

The CITY shall pay said invoice on or before 30 days after receipt. Invoices are subject to review and approval by CITY staff. If, during the course of the Agreement, the Work rendered does not meet the requirements set forth in the Agreement, the CONTRACTOR shall correct or modify the required Work to comply with the requirements of the Agreement. The CITY shall have the right to withhold payment for such Work until it meets the requirement of the Agreement. No payment shall be made for any Work performed by the CONTRACTOR except for the Work identified and set forth in this Agreement.

5. Term

This Agreement shall commence on the date of last execution by signature and shall expire upon the Project completion acceptance by the CITY unless terminated earlier pursuant to this Agreement. If Project is placed on hold, this Agreement shall expire 18 months from the date of last execution by signature.

6. Termination.

The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon 14-days written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by

the CONTRACTOR pursuant to this Agreement shall promptly be submitted to the CITY. If the CITY terminates the Agreement prior to completion and acceptance of the Work, CONTRACTOR shall be subject to section 7 of this Agreement to the extent of the Work actually performed and delivered to the CITY. CONTRACTOR shall not be required to indemnify and/or hold the CITY harmless pursuant to paragraph 7 for any injury, death or property damages arising out of the CITY's use of CONTRACTOR provided instruments of service (design, specifications, plans etc) and or third-parties which arises due to the CITY and/or third-parties acts or inactions in using the delivered instruments of services.

Upon termination, the CITY is only obligated to pay CONTRACTOR for services actually performed.

This Agreement may be terminated immediately if the CONTRACTOR's insurance coverage required pursuant to this Agreement is canceled for any reason, or if the CONTRACTOR is unable to perform the services called for by this Agreement.

These provisions shall not prevent the CITY from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

7. Indemnification / Hold Harmless

CONTRACTOR shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the Public Entity, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

B. No Limitation

The CONTRACTOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONTRACTOR's profession.

D. Minimum Amounts of Insurance

The CONTRACTOR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect

the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The CONTRACTOR shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The CONTRACTOR shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the CONTRACTOR to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the CONTRACTOR from the Public Entity.

J. Public Entity Full Availability of CONTRACTOR Limits

If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the CONTRACTOR.

6. Other terms and conditions.

- A. Time is of the essence. PARTIES hereby agree that time is of the essence with respect to performance of each of the PARTIES' obligations under this Agreement.
- B. Suspension of work. CITY may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond CITY's control are interfering with normal progress of the Work. CONTRACTOR may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond

CONTRACTOR's control are interfering with normal progress. If the period of suspension exceeds 60 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate this Agreement. Parties shall reasonably negotiate.

- C. Compliance with the laws. PARTIES shall comply with all applicable local, state, and federal laws, rules, and regulations in performance of this Agreement. CONTRACTOR shall be solely responsible to ensure all employees, volunteers, interns, apprentices, subcontractors and all other individuals and entities performing any and all Work comply with all laws, rules, and regulations.
- D. Governing laws and venue. This Agreement shall, in all respects, be governed by the laws of Washington state and any action brought to enforce the terms and conditions of this Agreement shall be filed in Walla Walla County Superior Court.
- E. Debarment, Suspension, and Ineligibility. By executing this Agreement, CONTRACTOR certifies that, at the time of Proposal submission and execution of this Agreement, it has not been debarred by the federal, state, Walla Walla county or CITY government and it has not been suspended or declared/become ineligible to perform work to be compensated using federal, state, or other governmental agency's funds granted, appropriated, and/or otherwise dispersed to the CITY conditioned on not utilizing debarred, suspended, and/or declared ineligible contractors. This provision shall apply to any and all subcontractors CONTRACTOR utilizes.
- F. Independent contractor. CONTRACTOR's relationship with the CITY is that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship between the PARTIES. CONTRACTOR is not entitled to any benefits the CITY makes available to employees. CONTRACTOR is not authorized to make any representation, agreement, offer, acceptance, or commitment on behalf of the CITY unless specifically requested or authorized in writing to do so by the CITY.
- G. Taxes. CONTRACTOR is responsible for paying all taxes and assessments associated with the work.
- H. No personal gain. The CITY and its elected and appointed officers are prohibited from considering and acting on this Agreement and the Work if there is an actual conflict of interest and no action shall be taken to the personal benefit of CITY appointed elected and appointed officers to the detriment of the public. Personal benefit does not have to be a direct benefit to the elected and/or appointed official and includes benefits to third-parties and/or in-direct benefits.
- I. Assignment. This Agreement shall be binding and inure to the benefit of the PARTIES. No PARTY may assign its rights under this Agreement without the prior written consent

of the other PARTY, which shall not be unreasonable withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the CONTRACTOR and the CITY. Any such assignee or transferee shall observe and fully perform all of the duties and obligations of CONTRACTOR contained in this CONTRACT.

- J. Other documents and assurances. Each Party shall execute and deliver all additional papers, documents and assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement, to carry out the intent of the PARTIES.
- K. Non-Discrimination. The CONTRACTOR shall not discriminate against any employee, applicant for employment, or any person seeking the services of the CONTRACTOR under this Agreement, on the basis of race, color, religion, creed, gender, ancestry, genetic information, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical handicap, medical condition, marital status, parental/pregnancy status, veteran or military status.
- L. Funding. The CITY is not required to appropriate funds of any kind whatsoever to fulfill this Agreement except that the CITY is obligated to compensate for satisfactory Work completed.
- M. Records. CONTRACTOR, including its subconstitutions, shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY shall have access to such records and other evidence for inspection, audit, and copying for a period of three years after completion of the Work. City shall have access to such records and other evidence during the performance of the Work if deemed necessary by the CITY to verify the CONTRACTOR's work and invoices. All records are subject to the Washington state Public Records Act.
- N. Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both PARTIES.
- O. Entire Agreement. This Agreement constitutes the entire understanding of the PARTIES with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby cancelled in their entirety and are of no further force and effect.
- P. Attorneys' fees and costs. Should the City substantially prevail in any arbitration, mediation, lawsuit, or by agreement of the PARTIES, CONTRACTOR will pay the CITY's reasonable attorneys' fees and costs incurred in connection with such lawsuit.

- Q. Severability. Should any portion of this Agreement be declared void, voidable or invalid, all other portions of the Agreement shall remain in full force and effect.
- R. Waiver. Should any PARTY elect not to enforce compliance with any term or condition of this Agreement, said PARTY does not waive its right to enforce compliance.
- S. Notices. Notices shall be made by USPS, via email with return receipt requested, or by hand delivery to the following name and address:

City of College Place
Public Works Department
625 S College Ave
College Place, WA 99324
Rmcandrews@cpwa.us

Design West Architects
Brandon Wilm

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed

CITY OF COLLEGE PLACE

CONTRACTOR

Mayor/City Administrator

Name/title

Date

Name/Title

Date

Approved as to form:

Rea Culwell, City Attorney

T. BY: ____

U. Signature

V. NAME: _____

TITLE: