Regular City Council Meeting #2188 - Hybrid (In-Person & Online)
Tuesday, August 11, 2026 6:00 PM
College Place City Hall, 625 S College Avenue, College Place Washington

Meeting may be viewed by joining the Zoom meeting.

Zoom Attendee Link:
https://us06web.zoom.us/j/85267911699
Or you may call this number to listen: 1-669-900-9128 ID#85267911699
Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

Meeting recordings will be uploaded the following day of the meeting to the City of College Place, Washington, YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSl-g/featuredCity Council

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

"I pledge allegiance to 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."

The City of College Place welcomes full participation in public meetings by all citizens. No individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you require assistance to participate in or benefit from City services, email clerk@cpwa.us. Please provide twenty-four (24) hours notice for additional arrangements to reasonably accommodate special needs.

D. Public Comment

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

Meeting Protocol for Public Comment:

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.

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.

1. Instructions for Public Comment

E. 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.

1. Agenda August 11, 2026
2. City Council Minutes from July 28, 2026 Regular Meeting
3. Excusing the Absence of Council Member Evans
4. Approve Consent Agenda

F. Action Items

The City of College Place welcomes full participation in public meetings by all citizens. No individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you require assistance to participate in or benefit from City services, email clerk@cpwa.us. Please provide twenty-four (24) hours notice for additional arrangements to reasonably accommodate special needs.

1. Acceptance of Public Works Board Funding for Well 7 Phase 2- Mr. McAndrews

G. Administrative Reports

1. Community Development Update-Mr. Rickard

H. Executive Session

Adjourn to Executive Session pursuant to RCW 42.30.110 (g)

1. Council will adjourn to Executive Session per RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

I. New and Unfinished Business

1. Good of the Order

J. Closing Items

1. Conclusion

The City of College Place welcomes full participation in public meetings by all citizens. No individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you require assistance to participate in or benefit from City services, email clerk@cpwa.us. Please provide twenty-four (24) hours notice for additional arrangements to reasonably accommodate special needs.

AGREEMENT FACE SHEET

Agreement Number: PR26-96410-025

PUBLIC WORKS BOARD
PRE-CONSTRUCTION FUNDING AGREEMENT

<table>
<tr><td colspan="2">1. Contractor
City of College Place
625 S College Ave
College Place, WA 99324</td><td colspan="2">2. Contractor Doing Business As (optional)
N/A</td></tr>
<tr><td colspan="2">3. Contractor Representative
Robert McAndrews, rmcandrews@cpwa.us</td><td colspan="2">4. Public Works Board Representative
Alison Mitchell, alison.mitchell@commerce.wa.gov</td></tr>
<tr><td>5. Agreement Amount
«AwardAmount»</td><td>6. Funding Source
Federal: ☐ State: ☑
Other: ☐ N/A: ☐</td><td>7. Agreement Start Date
Agreement Execution Date</td><td>8. Agreement End Date
June 1, 2031</td></tr>
<tr><td colspan="4">9. Federal Funds (as applicable) N/A   Federal Agency N/A   CFDA Number N/A</td></tr>
<tr><td>10. Tax ID #
N/A</td><td>11. SWV #
0028965-00</td><td>12. UBI #
369-000-564</td><td>13. UEI #
N/A</td></tr>
<tr><td colspan="4">14. Agreement Purpose
Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.</td></tr>
<tr><td colspan="4">15. Acceptance of Agreement Terms and Conditions
The Washington State Public Works Board (BOARD), and the Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.</td></tr>
<tr><td colspan="2">FOR THE CONTRACTOR

Signature
Robert McAndrews
Print Name
Public Works Director
Title

Date</td><td colspan="2">FOR PUBLIC WORKS BOARD

Vincent McGowan, Public Works Board Chair

Date

APPROVED AS TO FORM ONLY

Signature on File
Dawn C. Cortez
Assistant Attorney General</td></tr>
</table>

Signed by:
Lori Creason
6AA37F5482E24FF...

7/28/2026 | 8:20 AM PDT

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DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of College Place
Agreement Number:	PR26-96410-025

PROJECT INFORMATION

Project Title:	Well No. 7: Phase 2
Project City:	College Place
Project State:	Washington
Project Zip Code:	99324

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount:	$1,000,000.00
Loan Term:	5 years
Interest Rate:	1.06%
Payment Month:	June 1st

GRANT FUNDING:

Grant Amount:	N/A
% of Funding as Grant:	N/A

PROJECT TOTALS:

Total PWB Funding:	$1,000,000.00
Total Estimated Cost:	$1,000.000.00
Earliest Date for Cost Reimbursement:	05/15/2026
Time of Performance:	24 months from Execution Date of this Agreement to Project Completion

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Domestic Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, “net revenue” means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will begin phase 2 of drilling on Well No. 7. Deliverables will include removal of the existing screen, drilling, temporary casing installation, resealing of the well, water quality testing, and completion of a technical memorandum summarizing the findings of viability of the test well.

The project must meet all applicable Local, State, and/or Federal standards.

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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD
PRE-CONSTRUCTION FUNDING PROGRAM

SECTION 1: SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Pre-construction Funding Agreement the following terms shall have the meaning set forth below:

A. “The BOARD” shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement

B. “Agreement” shall mean this Pre-construction Funding Agreement.

C. “Contractor” shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the **SCOPE OF WORK** described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.

D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.

E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board pre-construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable federal, state of Washington statutes and regulations.

B. Special Terms and Conditions including attachments.

C. General Terms and Conditions.

1.5 Total Award, Rate and Term of Loan

The BOARD shall fund the Contractor a sum not to exceed the **AGREEMENT AMOUNT** shown on the Agreement Face Sheet, which shall be the sum of the **LOAN AMOUNT** and the **GRANT AMOUNT** shown on the Agreement Declarations Page, to complete the **SCOPE OF WORK**.

If the Contractor is awarded a loan, the interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

If the Contractor is awarded a grant, any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.6 Repayment and Loan Security

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Loan Security payments shall be made as stated on the attached Declarations page and identified as **LOAN SECURITY**.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Agreement Face Sheet, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of an electronic funds transfer, a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.6 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is executed, as provided for in Section 1.17.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Recapture

In addition to the recapture provisions in Section 2.31, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.9 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.10 Time of Performance

No later than twenty-four (24) months after the date of Agreement execution the Contractor must reach project completion of the **SCOPE OF WORK**.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.11 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2 Allowable Costs.

1.12 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers (“A-19s” or “A19’s”) and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.11. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce’s (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE’s online A-19 portal.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides proof of compliance with Governor’s Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.13.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent by means of electronic funds transfer or to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared funding under this Agreement. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Certified Project Completion Report indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, prior to the execution of the Project Completion Amendment.

1.13 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement related to any land acquisition, demolition, construction, or other ground-disturbing activities, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with the following laws and regulations:

- RCW 27.44 regarding Indian Graves and Records
- RCW 27.53 regarding Archaeological Sites and Resources
- RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves
- WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02. The Contractor shall not proceed with any land acquisition, demolition, construction, or other ground-disturbing activities until the BOARD certifies completion of Governor's Executive Order 21-02 or adopts the completion of the requirements of Section 106 of the National Historic Preservation Act.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK** of the Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.14 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.15 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.16 Reports

The Contractor shall furnish the BOARD with:

A. Project progress reports per guidance in the BOARD's Traditional Program Policy Handbook;

B. Quarterly Reports;

C. Certified Project Completion Report at project completion as described in Section 1.17;

D. Other reports as the BOARD may require.

1.17 Certified Project Completion Report and Project Completion Amendment

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete as defined by the BOARD's Project Completion and Holdback Policy. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.

B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.

C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.

D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.18 Performance Incentives

The Contractor may receive up to a 0.10% reduction in their interest rate if:

- The Contractor’s first draw from the funds is within six (6) months of the date of Agreement execution,

  AND

- The Contractor draws funds approximately monthly after the first draw until the Contractor reaches 5% of the total funding amount remaining.

Upon verification of eligibility, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the loan interest rate be less than 0.25%.

The calculation of any interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion Amendment is executed.

1.19 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

1.20 Termination for Convenience

Notwithstanding anything in Section 2.41 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD’s obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor’s obligation to repay the unpaid balance of the loan.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

A. “Authorized Representative” shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair’s behalf.

B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

C. “BOARD” shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement

D. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. ”State” shall mean the state of Washington.

F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2.4 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 personnel authorized to bind each of the parties.

2.5 APPROVAL

This Agreement shall be subject to the written approval of the BOARD’s Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.6 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.7 ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney’s fees and costs.

2.8 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.9 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
- All material produced by the Contractor that is designated as "confidential" by the BOARD; and
- All personal information in the possession of the Contractor that may not be disclosed under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Public Record Act, RCW 42.56.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

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.

2.12 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.13 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.14 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- provide a copy of all relevant documents or other evidence to be considered;
- state the Contractor's name, address, and Agreement number; and

- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement, and provide a copy of all relevant documents or other evidence to be considered, to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.15 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.16 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.17 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, BOARD, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of

Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.24 LOCAL PUBLIC TRANSPORATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH DISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 2.14 Disputes.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17A.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDs review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD’s name is mentioned, or language used from which the connection with the state of Washington’s or the BOARD’s name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.31 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds, in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.32 RECORDS MANAGEMENT

The Contractor shall maintain all 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. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor’s performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.35 LOSS OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the BOARD may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

2.36 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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.37 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor’s duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor’s performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor, other than sales taxes owed for goods or services provided for this Agreement, or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE/SUSPENSION

In the event the BOARD determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, the BOARD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the BOARD may, with ten (10) business days written notice, beginning on the second day after the notice is sent, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the BOARD shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the Agreement on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;

C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD

CONTRACTOR: City of College Place
Agreement Number: PR26-96410-025

I, Oskar E. Rey, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of City of College Place (the CONTRACTOR); and

By my initials below, I acknowledge that one of the following is true:

_______I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

OR

_______As to questions of fact material to the opinions expressed herein, I have relied upon the certifications and representations of the Contractor without undertaking to verify the same by independent investigation.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signed by:
Oskar E. Rey
6B859B73ABD0480...

Signature of Attorney

7/28/2026 | 8:58 AM PDT

Date

____
Name

Certificate Of Completion

Envelope Id: 1340C9BA-CE2C-8611-806C-A72B298CFFB3
Status: Sent
Subject: Complete with Docusign: PR26-96410-025 City of College Place Well No. 7 Phase 2 project contract
Division:
Local Government
Program: Public Works Board
ContractNumber: PR26-96410-025
DocumentType: Contract
Source Envelope:

Document Pages: 22	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Alison Mitchell
AutoNav: Enabled		1011 Plum Street SE
EnvelopeId Stamping: Enabled		MS 42525
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Olympia, WA 98504-2525
		alison.mitchell@commerce.wa.gov
		IP Address: 198.238.75.164

Record Tracking

Status: Original 7/28/2026 7:30:20 AM	Holder: Alison Mitchell alison.mitchell@commerce.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events	Signature	Timestamp
Lori Creason lori.creason@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO	Signed by: Lori Creason 6AA37F5482E24FF... Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.171	Sent: 7/28/2026 7:46:23 AM Viewed: 7/28/2026 8:18:20 AM Signed: 7/28/2026 8:20:29 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Oskar E. Rey orey@omwlaw.com Security Level: Email, Account Authentication (None)	Signed by: Oskar E. Rey 6B859B73ABD0480... Signature Adoption: Pre-selected Style Using IP Address: 20.237.240.94	Sent: 7/28/2026 8:20:31 AM Resent: 7/28/2026 8:39:09 AM Viewed: 7/28/2026 8:51:31 AM Signed: 7/28/2026 8:58:05 AM
Electronic Record and Signature Disclosure: Accepted: 7/28/2026 8:51:31 AM ID: 448201de-f92c-43c7-9984-7f75757ab0cd		
Robert McAndrews rmcandrews@cpwa.us Public Works Director Security Level: Email, Account Authentication (None)		Sent: 7/28/2026 8:58:06 AM Resent: 7/29/2026 7:47:30 AM Viewed: 8/5/2026 12:13:27 PM
Electronic Record and Signature Disclosure: Accepted: 8/5/2026 12:13:27 PM ID: 5bd89d30-184a-4790-8787-6df0a8942f8c		
Vincent McGowan vince.mcgowan@cityoflacey.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 8/5/2026 11:43:04 AM ID: 0c72cc38-2d57-4ee8-8d3f-ef14e46144e8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Alison Mitchell alison.mitchell@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Robert McAndrews rmcandrews@cpwa.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/5/2026 12:13:27 PM ID: 5bd89d30-184a-4790-8787-6df0a8942f8c		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/28/2026 7:46:23 AM
Envelope Updated	Security Checked	7/28/2026 8:39:08 AM
Envelope Updated	Security Checked	7/28/2026 8:39:08 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Northwest
Groundwater
Services, LLC

DRAFT TECHNICAL MEMORANDUM

22089 S Mint Lake Rd Beavercreek, OR 97004 Telephone: 503.313.5195

Date: March 3, 2026

To: Robert McAndrews, City of College Place

From: Phil Brown, RG, LHg

Subject: Evaluation of Well No.7 Reconstruction

INTRODUCTION

The City of College Place installed Well No.7 in 2024 with a disappointing result – just 150 gpm well yield and high iron and manganese concentrations in the groundwater. Additional development increased the yield to roughly 300 gpm. The purpose of this memorandum is to provide the City with information to assist in a decision whether to deepen and reconstruct the well or look to other locations to increase the City's supply capacity. The rationale for this assessment is that if it is possible to deepen the well to improve both yield and produced water quality, then the City can benefit from the expense of the footage already drilled rather than have to repeat that expense at another location. It is possible that if successful, deepening the existing well would result in lower overall costs on a $/gpm basis than drilling at a second location.

The information included in this memorandum includes:

1. An evaluation of area well logs to assess relationships between well depth and yield.

2. A prognosis of the approach and feasibility of reconstructing the well to improve yield and produced water quality.

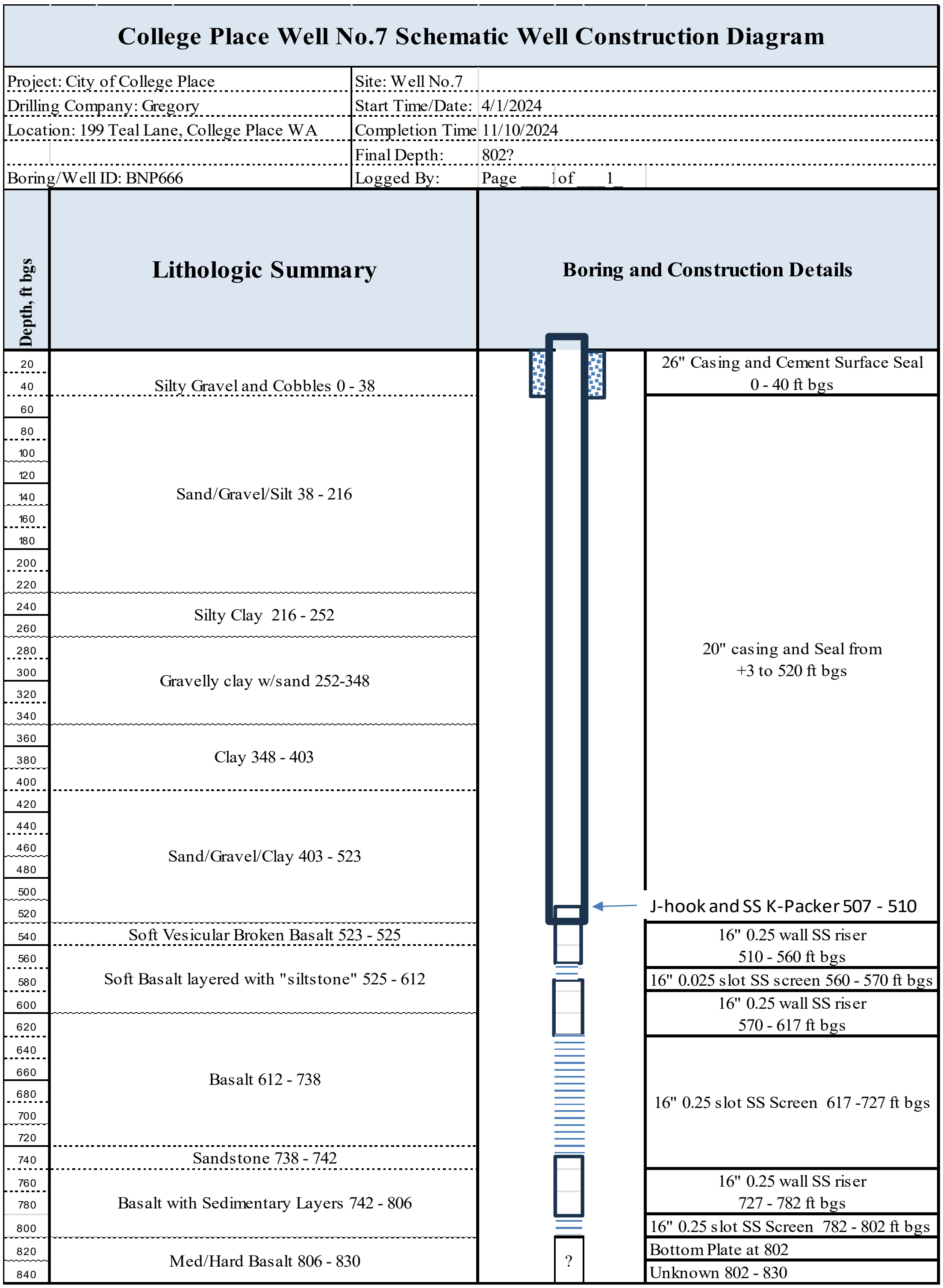
3. A planning-level cost estimate to deepen and reconstruct the well.

Note: the drillers log identifies the subject of this memorandum as Well #7. Several documents provided by the City (aquifer tests and analytical laboratory reports) identify the well as Well #8. For the purposes of this memorandum, we will use Well #7 consistent with the well log on file.

BACKGROUND

Well #7 was drilled and constructed by Gregory Drilling at 199 Teal Lane, College Place Washington in 2024. The well was drilled to 830 feet below ground surface (bgs) and completed with surface seal and casing, and 295 feet of screen assembly: three screened intervals separated by blank riser. No filter pack was placed, and the reference to a "J-hook" and k-packer at the top of the upper riser shows the screen assembly was telescoping (lowered into the hole after the casing/seal was set).

The City reports that Gregory encountered difficult drilling conditions that resulted in stuck tooling and delays near the base of the well. These problems could be why conflicting information on depth is presented on the log: drilled depth to 830, constructed depth to 802, and a reference to "depth of completed well" as 798 feet bgs. There is no reference to the material present in the boring beneath the base of the steel plate at 802 and the drilled depth of 830 feet. The drillers log on file in Ecology's database is included as attachment A. A schematic well construction diagram developed from the log is shown in Figure 1 below.



There are two primary items to note regarding well construction:

1. The construction shows that the screen assembly is telescoping inside the 20” casing. It is fitted with a J-hook at the top, which should facilitate its removal.

2. The 20” seal designed to separate the basalt from the overlying sedimentary formation may not have been installed correctly. It is reported to extend to 520 feet, apparently three feet above the base of the sand/gravel/clay layer according to the log. In this area, the seal is typically set into the first med/hard competent basalt encountered below the sedimentary formation. In this well, the first hard basalt was encountered at 612 feet bgs, 92 feet below the current base of the casing. Consequently, if the depth notes are correct there does not appear to be a competent seal between the base of the casing and the overlying sedimentary formation. Consequently, the well may not meet Washington Well Construction Standards (WAC 173-160-181, 231, and 241) unless a variance was obtained by the driller. The formation above the base of the 20” casing and seal (“sandy silt with clay layers and gravel”) and below the base of the casing (“basalt, soft, vesicular and broken”) are unlikely to be considered sufficiently competent to prevent the vertical movement of groundwater around the base of the casing and into the well screen below the k-packer.

A pumping test was conducted on January 13, 2025. The well was pumped at 180 gpm for around 4 hours producing 210 ft of drawdown. This produces a specific capacity estimate of 0.86 gpm/ft – a poor result for a basalt aquifer. The test plot provided by the City shows little drawdown occurring after 20 minutes of pumping. This indicates that the well is extremely inefficient and there is more drawdown in the well than in the aquifer outside the well.

The City reports that Holt Services was contracted to conduct well development after the initial test. A second post-development pumping test was completed on June 10, 2025. The well produced 46-feet of drawdown at approximately 68 gpm after 9 hours of pumping. This produces a specific capacity of approximately 1.5 gpm/ft. This is still a very low number for a basalt aquifer despite the improvement. Assuming a relatively steady pumping water level and 200-feet of available drawdown, this results in a yield estimate of 300 gpm.

As in the first test, the pumping water level during the second test appeared relatively steady for the last several hours of pumping. This is unusual for a permeability-limited aquifer. The rapid recovery also suggests that the bulk of the observed drawdown may be associated with well losses rather than drawdown in the aquifer outside the well. The City reports that the driller had difficulty completing the bottom portion of the well. While we don’t have any understanding of what went wrong and what means/methods were used to remove the equipment from the well prior to either continuing drilling or beginning construction, it is possible that these events damaged the connection between the well and the aquifer and contributed to the poor yield and the observed hydraulic response to pumping.

Water quality is reported to be poor. Analytical results provided by the City show both iron and manganese concentrations are above SMCLs. Based on well construction, it is not clear whether the poor water quality is associated with the basalt, sedimentary layers contained in the screened interval, or is caused by leakance into the well from the overlying sedimentary aquifer.

EVALUATION OF AREA WELL LOGS

The purpose of the well log evaluation is to assess the potential for deepening the well to result in improved yield. Consequently, the focus is on wells deeper than 750 feet to assess the relationship between depth and specific capacity and reported yield.

A search of Ecology's well log database was conducted using the map search function. All wells in a rectangular area roughly 2 miles to the north and south of Well #7 and 5 miles to the east and west were selected. This area was selected to best represent conditions that are typical of the central portion of the valley where Well #7 resides. Areas farther to the north and south are known to vary structurally, and areas farther than 5 miles may not be relevant and representative for the purposes of this evaluation. After sorting over 2,000 logs by depth, this search area yielded 38 wells (including Well #7) deeper than 750 feet. These (along with extracted information) are shown in Table 1.

Table 1 shows the depth listed on the drillers log, yield as tested, the type of test, and where sufficient information exists, the calculated specific capacity of the well. In many cases the specific capacity (measured in gallons-per-minute per feet-of drawdown, gpm/ft) can be a more accurate reflection of aquifer and well performance where good measurements are made.

It has been NWGS experience that the depth penetrated into the basalt sometimes correlates with the most productive wells. In Walla Walla for instance, the City's highest producing wells (2,000 to 4,000 gpm) closest to College Place penetrate around 900 feet into the basalt. Because the top of basalt can occur at different elevations, well depth is not always the best indicator of the basalt penetration. Each drillers log was evaluated to assess the top of the basalt, and the feet of basalt penetration calculated.

Wells were roughly located using the location information provided by Ecology's database. Where a street address was available, the well was located with reasonable precision. Where the Township, Range, and Section coordinates provided by the driller was the only information available, the location, distance, and general direction estimated by Ecology was used. From past experience, the TRS information contained on drillers logs is sometimes unreliable, so many locations and distances are approximate.

TABLE 1: College Place Area Wells 750 Feet or Greater Depth

Name	Well ID	Depth	Yield	Test Type	Specific Capacity	Depth to Basalt	Feet Into Basalt	Distance from #7	Direction from #7
Baker and Baker	422658	2061	1500	PT	14.2	598	1463	4.2	NE
Walla Walla Country Club	294337	1715	1135	PT	19.6	432	1283	2.35	ENE
Wash. State Penitentiary	429601	1618	793	PT	8.8	UK	--	4.06	NNE
Walla Walla Canning Co.	297068	1590	1200	PT	UK	520	1070	3.86	NE
Gen Foods Birdseye	293716	1544	1500	PT	16.1	UK	UK	3.82	NE
City of Walla Walla #7	358118	1412	2600	PT	14.3	500	912	4.23	ENE
Whitman College	294385	1202	530	PT	5.2	405	797	4.83	NE
Walla Walla University	2333765	1150	262	PT	1.3	560	590	1.86	NNE
Inez Loney	293814	1104	840	PT	8.2	665	439	4.45	NE
City of Walla Walla #5	294367	1090	1725	PT	18.2	450	640	5.12	ENE
Walla Walla College	294334	1022	185	SIT	32	439	583	1.62	NNE
Van Donge Bros	294301	1012	560	PT	50.9	618	394	2.95	E
Walla Walla College Farm	174024	1003	1100	PT	6.7	589	511	1.6	NW
Walla Walla College Farm	174023	1002	1557	PT	7.9	560	997	1.68	NW
John Logan	293904	980	575	PT	3.9	483	497	2.2	SE
Walla Walla School Dist 140	174037	943	550	PT	55	472	471	4	ENE
Lee Cordiner	169878	920	1500	AL	UK	462	458	4.37	WNW
Hermann Martin	293793	850	400	PT	17.4	500	350	1.32	NNE
Sunset Development Co.	1062850	840	500	AL	UK	547	293	3.26	E
College Place #7	2327577	830	300	PT	1.5	523	307	0	--
Walter Morrison	174093	838	350	PT	UK	547	281	4	ESE
Dick Williams	174575	835	40	PT	13.3	UK	--	--	--
City of College Place	1924775	828	1370	PT	6.1	582	246	1.11	E
Bert Grieb	163489	825	400	PT	44	550	275	3.79	E
GW Barnett	164116	825	200	PT	1.7	521	304	3.36	E
Vernon Robinson	173852	809	600	PT	11.8	523	286	2.05	ENE
Walla Walla College	174014	802	310	PT	2.4	548	254	1.34	N
City of College Place	1970319	800	2565	PT	190	532	268	2	NE
Rober Frasier	172261	800	1100	PT	45.8	164	636	4.8	ESE
Shelton Clough	2041854	794	3000	AL	UK	230	564	4.8	E
Green Tank Irr. Dist #11	293740	780	500	PT	250	542	238	2.25	NNE
John Yenney	169254	772	302	PT	7.55	UK	--	2.76	ESE
Artesian Irr Dist #8	163255	722	495	PT	99	540	182	2.73	NE
Walla Walla College	294332	760	1050	PT	11.9	560	200	1.74	NW
Reeves Malcom	194151	757	1000	PT	250	593	164	1.06	NW
US Dept Interior	165524	755	77	PT	0.25	524	231	2.95	NW
Green Tank Irr. Dist #11	167407	752	500	PT	250	587	165	2.28	NE
John Schumacher	169206	750	200	PT	10	536	214	2.22	SE

PT = pumping test

AL = air-lift test

SIT = shut-in test for artesian well

The information provided by these deep well logs is evaluated as follows:

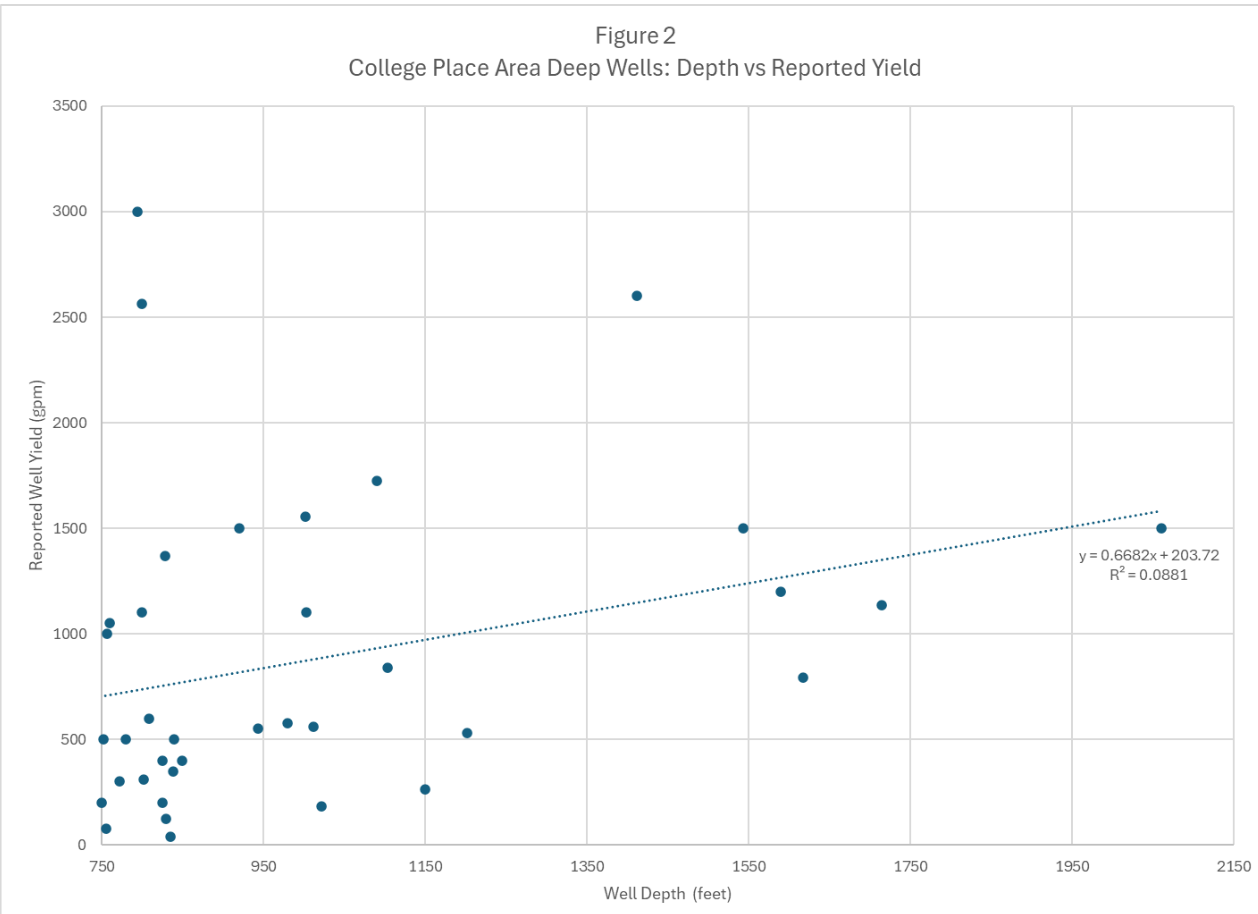
1. The correlation between depth and reported yield,

2. The correlation between depth and specific capacity.
3. The correlation between basalt penetration and reported yield.
4. The correlation between reported yield and distance from Well # 7.
5. The correlation between reported yield and direction from Well #7.

These assessments are described in more detail below.

Depth vs. Reported Yield

The relationship between depth and reported yield is shown in Figure 2.



The correlation coefficient (R2 value) of a mathematical best-fit line through the data set shows a moderately strong correlation (88%), suggesting yield increases with depth. However, this appears to be more the result of the higher frequency of low-yielding shallow rather than highest yields deeper. Two of the highest yielding wells in the data set occur at around 800 feet total depth. Average yields for specific depth ranges, along with the high and low values for that range are shown in Table 2 below. The ranges selected are relatively arbitrary, based on the number of wells that could be grouped for a reasonable evaluation of averages.

Table 2 - Reported Yield Depth-Range Averages

Number of Wells	Depth Range (ft bgs)	Average gpm	Hi/low (gpm)
9	750-800	792	3000/77
12	800 - 900	663	2565/40
3	900 - 1000	875	980/920
5	1000 - 1100	1025	1725/185
4	1100- 1500	1058	2600/252
5	>1500	1226	1500/793

This table illustrates that in general, average reported well yield does increase with depth, though there is little improvement between 1,000 and 1,500 feet of depth. It is also true that the highest yields occur shallower, as do the lowest yields. Low yields occur deeper also, though none are present in the 900 to 1000 ft range, or deeper than 1,500 feet.

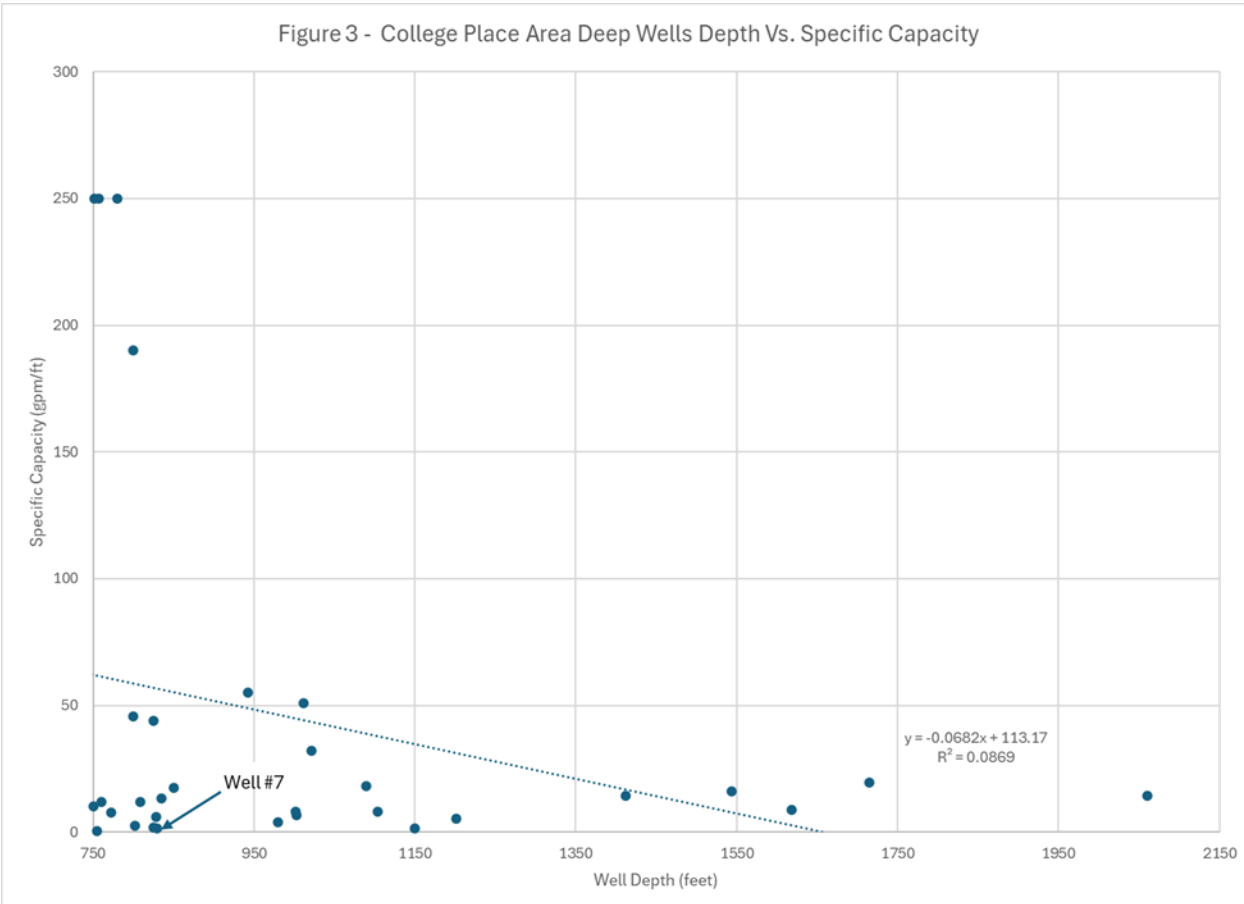
Depth vs. Specific Capacity

The relationship between depth and specific capacity is shown in Figure 3. 33 of the 39 wells had sufficient information to calculate specific capacity. This evaluation shows a moderately strong inverse (negative) relationship between well depth and specific capacity. This unexpected result suggests issues with well log information that is influencing the calculation rather than wells getting "worse" with depth. Consequently, the remainder of the evaluation will focus on reported yield. Average specific capacity for specific depth ranges, along with the high and low values for that range are shown in Table 3 below.

Table 3 - Specific Capacity Depth-Range Averages

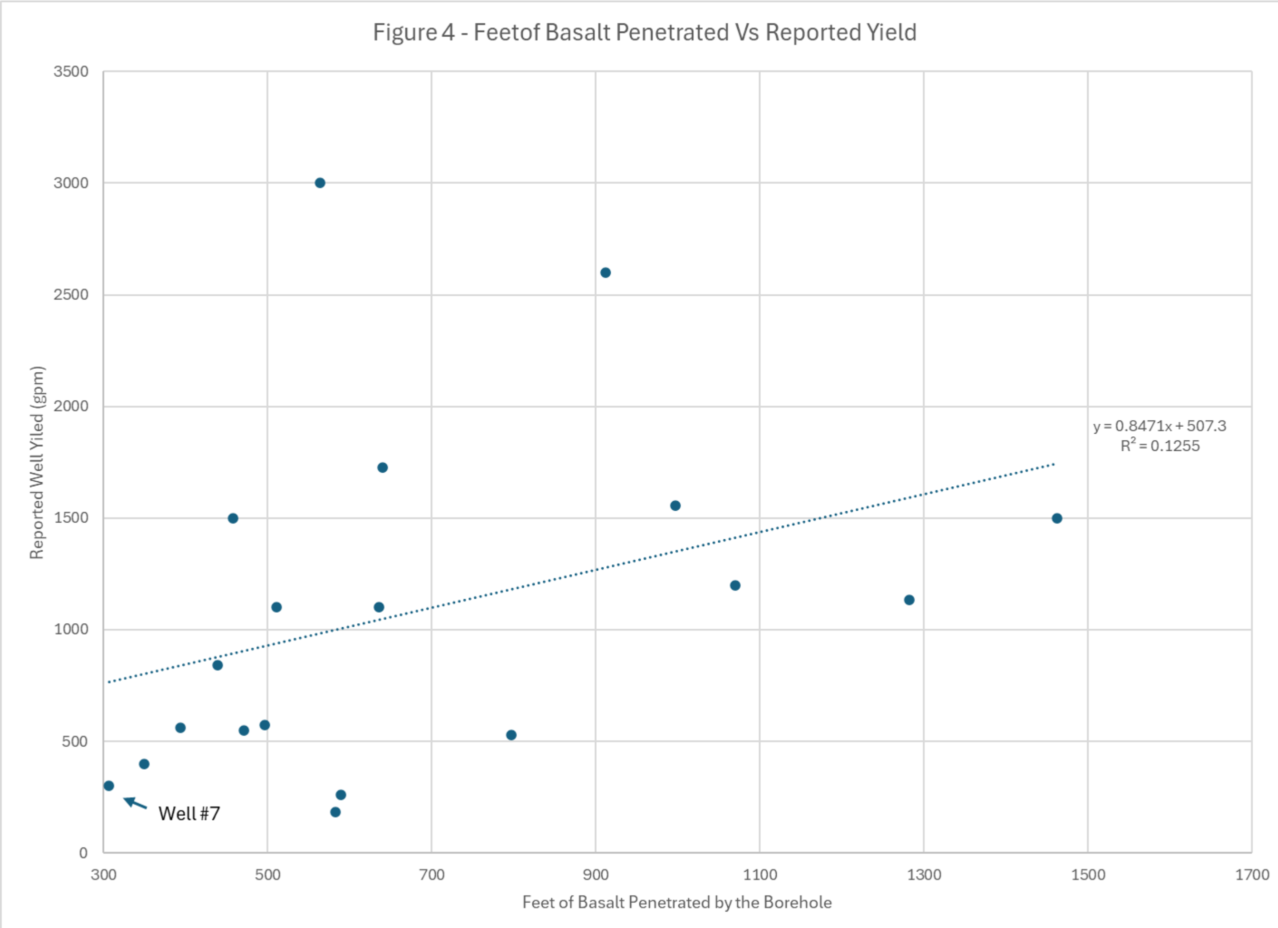
Number of Wells	Depth Range (feet)	Average Specific Capacity (gpm/ft)	Hi/Low (gpm/ft)
9	750-800	110	250/10
12	800 - 900	33	44/1.5
3	900 - 1000	29	55/3.9
5	1000 - 1100	23	51/6.7
4	1100- 1500	7	14/1.3
5	>1500	15	20/9

This table shows that below the base of Well #7, average specific capacity is generally around 20 times greater than encountered at Well #7. With the exception of a single low value in the 1100-to-1500-foot range, low specific capacities are generally 4 times greater than exhibited by well #7. For reference, Well #7 would need to exhibit a specific capacity of roughly 7.5 to produce 1,500 gpm (assuming stable pumping water levels at 200 ft of drawdown).



Basalt Penetrated Vs. Reported Yield

The relationship between feet of basalt penetrated by the borehole and the reported yield is shown in Figure 4. There is a positive correlation, though relatively weak due to the scatter in the shallow portion of the data set. It is notable that 83% of deeper wells report yields greater than 500 gpm, and 56% report yield greater than 1,000 gpm. 17% (3) wells deeper than Well #7 have reported yields less than 500 gpm.

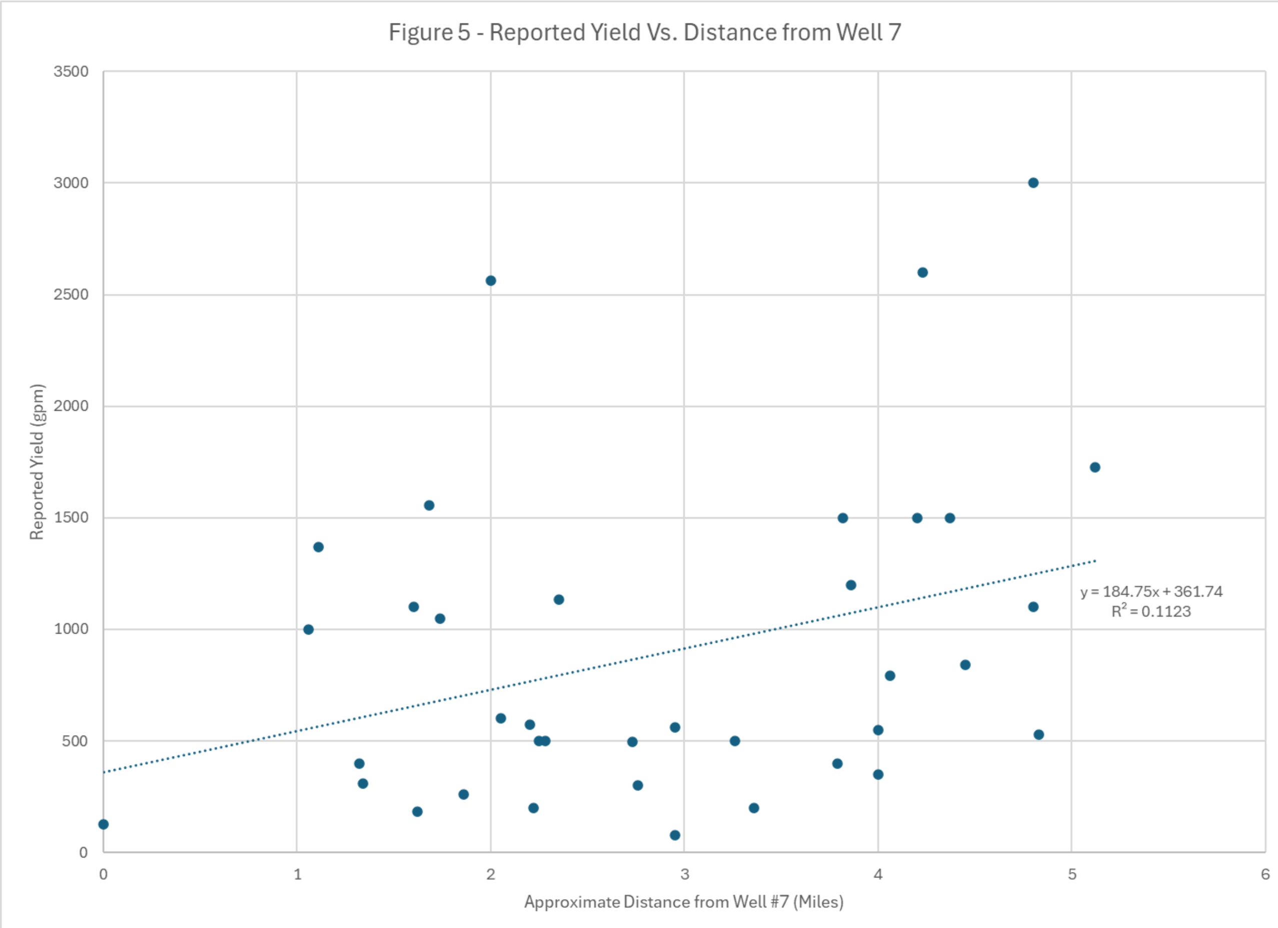


Reported Yield Vs. Distance from Well #7

This assessment is intended to evaluate whether evaluation of wells distant from Well #7 are reasonable to use for this evaluation. Figure 5 shows a weak (11%) correlation between distance from Well 7 and reported yield. Table 4 shows average yield for specific distance ranges. Because wells between 1 and 2 miles show slightly better reported yield than wells between 2 and 4 miles, this evaluation focusing on depth appears reasonable. Wells 4 to 5 miles away show a significantly higher average reported yield.

Table 4 - Distance Specific Yield Average

Number of Wells	Distance (Miles)	Average Yield (gpm)	Hi/Low (gpm)
9	1 to 2	872	1150/757
11	2 to 3	683	2565/77
7	3 to 4	671	1200/350
9	4 to 5	1510	3000/530



Reported Yield Vs. Direction

The average yield was evaluated by direction to assess whether deep wells in a certain direction are perhaps less comparable to the area near well #7. Wells were sorted by rough direction from Well #7 based on the location identifiers available in Ecology's well log database. Where no site-specific location information was available, we relied on the TRS information provided by drillers on the logs. Experience has shown this information to be sometimes unreliable, so direction information should be viewed as approximate.

Wells and average reported yield are shown by compass quadrant in Table 5 below. Because of the skewed distribution of wells, this assessment is not conclusive. 83% of the wells lie east of Well #7, and only 17% are to the west (none to the southwest). The average yield of wells closest to Well#7 (less than 1.5 miles) is 770 gpm, comparable to wells drilled east of Well #7. Though wells drilled to the northwest appear to intersect more permeable formation, this conclusion is uncertain due to the sparse data to the west. The only inference is that wells to the north (over a broad area) may encounter slightly higher permeability than wells drilled to the south of Well 7, but the analysis above appears reasonable otherwise.

Table 5 - Well Yield Vs. Direction from Well #7

Quadrant	Northeast	Southeast	Southwest	Northwest
Number of Wells	19	11	0	6
Average Reported Yield (gpm)	800	659	0	1228

Summary of Well Log Evaluation

- There is a strong correlation between depth and reported yield. That said, high yield wells occur across the depth range, though no reported yields less than 500 gpm occur deeper than 1,200 feet.

- Surprisingly, there is a negative correlation with specific capacity which is inferred to result from measurement variability, and which appears exacerbated in the data-dense shallow end of the data set and some perhaps unreliable numbers in that group. Between 800 and 1100 feet, the average specific capacity is greater than 20 gpm/ft, and the high specific capacities are greater than wells drilled deeper than 1100 feet. Improving the specific capacity in Well #7 to 8 gpm/ft would increase the yield to near the City's target.

- There is a positive correlation between the thickness of basalt penetrated and yield. 83% of wells penetrating more basalt than Well #7 report yields greater than 500 gpm, and 56% report yields greater than 1,000 gpm. 17% (3) wells deeper than Well #7 have reported yields less than 500 gpm, and only two other wells showed 300 gpm or less.

- An evaluation of distance and yield suggests that the wells selected are reasonable to comparable to the area near Well #7. Greater than 4 miles from Well #7, well yields are higher.

- An evaluation of direction correlation is limited by poor data distribution. However, the data does not show that wells drilled in specific directions should not be compared to the Well #7 vicinity.

This analysis shows that high-yield wells can occur over the entire range of depths included in the data set, though low-yield results are less frequent with deeper wells. There are positive correlations between both depth and feet of basalt penetrated and yield. Well #7 performance is not unique at this depth in this area, but it is unusual. Only 17% of deeper wells exhibit yields less than 500 gpm. The shape of the drawdown and recovery hydrographs provided by the City indicate that the well may have poor connection with the aquifer creating the impression that the aquifer is worse than it actually is at this location and depth. Though the data variability shows that both exceptional and poor outcomes can occur across a large range of depths above 1,100 feet, the data also shows that it is reasonable to expect additional permeability below 800 feet.

PROGNOSIS FOR WELL RECONSTRUCTION

As noted above, the shape of the drawdown and recovery hydrographs provided by the City indicate that the well may have poor connection with the aquifer - meaning wellbore issues may contribute or be primarily responsible for the poor yield rather than aquifer permeability. One option would be to attempt to re-work the well at its current depth to improve the connection with the aquifer. We do not recommend this approach for the following reasons:

1. It is reported that the driller encountered stuck tools near the base of the well, and was delayed by the effort to re-establish drilling and free downhole equipment. Means and methods to accomplish this are unknown. However, if grout, drilling mud, or bentonite were used to restore circulation, the permeable portion of the formation may be permanently impaired and over-reaming the existing borehole would have little effect.

2. If the screen were removed to lower drilling equipment into the hole, adding footage to attempt to improve yield is an obvious recommendation as a significant portion of the cost would be expended (for perhaps no benefit) just to mobilize, remove the screen, and rework the existing borehole.

3. The depth at which poor water quality enters the well is unknown. It may enter from one of the production intervals screened, or it may enter the well around the base of the 16" casing which appears to have been set too shallow. It is possible that keeping production from the existing screened intervals would be keeping the high iron and manganese water as well.

Depth-specific sampling could answer the question regarding where the high iron and manganese water enters the well, which could facilitate decision making with respect to keeping or sealing off the current production intervals. If the poor-quality water is entering around the base of the 16" casing, then repairing the seal may address the issue. If it is entering from deeper in the well, it would be best to seal the well to its current depth (and repair the seal at the same time to install a WAC-compliant separation between aquifers). Because the drilling history suggests that the formation around 800 feet is unstable and perhaps damaged by the work to retrieve stuck tools, we recommend sealing the well into the medium-hard basalt below 806 feet and continuing drilling.

The sequence of steps to accomplish this is described below. NWGS consulted with Schneider Water Services to discuss this project because we have experience with them and they are known to be quality drilling and pump contractors and the log search showed that they have solid experience in the College Place area. Much of the information in the following sections is based on conversations with Eric Schneider and joint review of the Well #7 log.

1. Removing the Screen

To lower drilling equipment into the well and continue drilling, it will be necessary to first remove the screen assembly. Fortunately, this assembly was installed as telescoping screen, which should allow its removal because it has a slightly smaller diameter than the 16" casing. Stainless steel wire-wrapped screens have relatively low tensile strength and there are risks associated with attempted removal. To mitigate the risk, Schneider recommends constructing tools (they have experience with this) that would allow the casing to be pulled from both the J-hook assembly near the top of the screen (secured with a hook) setting a casing-spear into the base of the deepest riser section around 780 feet to lift from both the top and close to the base at the same time. Removal is expected to damage the screen it, and it will not be re-usable.

The well is a good candidate for abandonment in its current condition due to the issues outlined above (yield, water quality, seal). Consequently, the risk associated with damaging the screen and failing to remove it leading to decommissioning appears to be acceptable because valuable supply infrastructure does not appear to be at risk. Risks and unknowns associated with screen removal include:

- If formation material has fallen into the annular space between the screen/riser and borehole wall, it can "bridge", wedging the screen in place. If this occurs before moving upward, the screen will remain in place. Because the drilling rig will be able to pull harder than the screen can tolerate, if it becomes lodged during removal one of two things will occur:
    - The screen is destroyed and lodged in the well, requiring a variance before abandonment.
    - The screen is destroyed but removed, preventing its reuse.

Several Pacific Northwest drilling companies are capable of carefully attempting to remove the screen. It is certainly possible for this work to go smoothly, though it is unknown whether significant spalling of formation material has (or will) lodge the screen in place. This type of work can either go smoothly or end with abandonment without deepening.

2. Advancing the Borehole

Once the screen assembly is removed, a temporary 16" drill casing would be installed to support the borehole as the bit is advanced. Once set, the drilling would proceed as with any basalt drilling project. The typical risks associated with unstable formation, loss of circulation due to exceedingly high permeability, flowing sand, etc., will all be present. Additionally, the risk of tools or equipment left in the borehole before the screen was installed remains for this step.

The depth target for the reconstructed well is a cost decision for the City to make. Conversations with Schneider Water Services indicate that good wells are often developed shortly after drilling through the typically unstable sequence occurring around 800 feet sequence in the College Place area. Well #7 penetrates 300 feet into the basalt. As shown in Figure 4 above, many wells in the area exhibit higher yields between 300 feet and 700 feet of basalt penetrated. That said, the potential to encounter more than 1,000 gpm remains as the well extends even deeper. One approach to consider would be to plan to extend the well an additional 400 feet. The City could stop drilling and evaluate yield if the driller suggests a good production interval has been encountered, then choose to continue of stop short of the 400-foot (1,200 feet total depth) goal. If the well yield has not improved significantly by that depth, the City could decide whether to continue drilling or abandon the well. There are 6 wells in the search data set that penetrate more than 700 feet of basalt, and only one has a reported yield of less than 1,000 gpm.

3. Re-Sealing the Well

Re-sealing the well would occur after deepening. A new well seal is recommended for several reasons: This effort has multiple benefits:

- Making the well WAC compliant with respect to sealing separate aquifers.

- Likely eliminating the poor water quality entering the wellbore.

- Stabilizing the formation that was giving the original driller trouble. Because the log indicates that competent basalt occurs below 806 feet, a new casing should extend to a depth of around 820 to 830 feet, depending on observations of formation conditions made by the driller.

After drilling is completed, the 16” casing can be pulled back and be used to establish a new well seal below The simplest way to accomplish this work is to set a firm base with pea-gravel to the depth of the seal (830 feet is assumed for this evaluation), grout it in-place to 5-feet above the base of the 16-inch casing, then remove the pea gravel from the borehole below the base of the casing. Ecology typically requires a 4” annular space between the casing and the borehole, so we would request a variance to allow a smaller annulus to maximize casing diameter and allow larger diameter drilling to support higher yield if good permeability is encountered. Based on experience, a variance is expected to be approved.

Risk: the means and methods used to free stuck tooling during the original drilling are unknown. If equipment remains in the well, it will either prevent additional drilling or significantly slow the process as the debris is “milled” out.

PLANNING LEVEL COST ESTIMATES

Scheider Wate Services developed planning-level costs for work associated with a) removing the screen, b) deepening the well to 1,200 feet, and c) re-sealing the well. The costing approach is to develop conservative planning-level estimates, not contract-ready costing. Given the level of effort goal associated with this memorandum, Schneider strives to be conservative: costs are estimated at the high range of potential outcomes. Their philosophy is that their position in the industry is better preserved by allowing clients to plan for realistic outcomes and sometimes deliver the work under-budget than disappoint their clients with unrealistic cost estimates.

The Schneider estimate is included as Attachment B. Key elements are explained as follows:

1. Lines 1a and 1b describe two separate mobilizations. The first (1a) is to use a heavy pump hoist truck to remove the screen. If that work is successful, there would be a second mobilization (1b) of a drilling rig, support trucks, and other equipment to advance the borehole. If the screen cannot be removed, the second mobilization (and the remainder of the work) would not be implemented, and the City would consider well decommissioning. The heavy pump hoist truck could be used to do the decommissioning work.

2. Installing temporary casing and drilling to 1200 feet bgs is assumed in the Schneider cost buildup. In total (lines 3 and 4), the cost to drill to 1200 is $443,000 – for roughly 400 feet of drilling. As noted above, improved well yield is likely at any depth between 800 and 1200. If good permeability is encountered 200 feet below the base of the current well, then this cost would be reduced to approximately $220,000.

3. The cost estimate assumes that the new seal is extended from 830 feet to the surface. It may be an option to seal into the existing 20” casing and cut the 16” and remove it for some cost savings.

4. The cost estimate assumes that a new screen assembly is installed. However, many wells in the region are installed as “open-hole” completions if the formation is stable, and remain open for decades, some approaching a century. The City may elect to forego a screen depending on observations made by the driller as the borehole is advanced.

5. Schneiders cost estimate makes provision for development, an aquifer test, a downhole video survey, disinfection, and sales tax.

Schneider's planning level estimate is slightly over 900,000 to drill to 1200 feet (with appropriate caveats with respect to successful removal of the screen and a debris-free borehole once it is removed). If good permeability is encountered above 1200 feet, the overall cost would be reduced by roughly 100,000 for every 100 feet shallower depth. It should be noted that roughly 27% of this estimate is associated with re-sealing the well.

SUMMARY AND CONCLUSIONS

1. Well #7 is not uniquely bad, though it is unusually bad. Only 17% of deep wells in the area exhibit similar reported low yields.

2. The shape of the pumping hydrographs (and the doubling of the specific capacity after additional development) suggest that formation damage may play a role in the outcome at Well #7. That is, formation stabilization work and recovery of lost tooling that occurred during drilling may have limited the hydraulic connection between the well and the aquifer which contributes to the low yield.

3. The poor water quality observed may be the result of sedimentary layers in the screened interval, though it does not appear as if the original well seal was completed deep enough to ensure that contribution from the overlying sedimentary aquifer is prevented.

4. The relationship between depth/basalt penetration and reported yield is positive, though not definitive. There are high-yield wells at depths similar to Well #7 in the area. There are also wells in the vicinity that are relatively poor performers at somewhat deeper depths. However, the proportion of wells producing over 1,000 gpm relative to poor performing wells increases with depth overall, and there are no low yield wells (<500 gpm) when more than 600 feet of basalt is penetrated. Well #7 penetrates around 300 feet of basalt.

Based on this well log evaluation and Schneiders experience drilling supply wells in the area, the City should expect improved performance if the well is deepened and re-sealed. Extending the well to a depth of 1,200 feet and re-sealing it should cost the City an additional $903,000 assuming good outcomes with respect to screen removal and a debris-free borehole. Total costs will be reduced by roughly $100,000 per 100 feet not drilled if good permeability is encountered at shallower depths. It must be noted that drilling water supply wells has inherent uncertainty, and proximity to faults or fold axis and stratigraphic heterogeneity can alter expected outcomes significantly.

APPENDIX A

WELL # 7 DRILLERS LOG

APPENDIX B

SCHNEIDER WATER SERVICES PLANNING-LEVEL COST BUILDUP