



Agenda
City Council Workshop and Regular Meeting
Tuesday, December 15, 2020 - 5:15 p.m.
Join the Zoom meeting [here](#)
Public Telephone Access: (206) 337-9723 or (253) 215-8782
Meeting ID No. 988 1359 6226

Pursuant to Resolution No. 100-20, this meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192 and at ci.richland.wa.us. If you wish to provide comments for the Public Hearing and/or Public Comments portion of the meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the 4:00 p.m. deadline will be permitted to speak or have their comments read into the record during the meeting. Written comments that exceed two minutes when read aloud may not be read in their entirety, but will be available in the record for Council review.

City Council Workshop - 5:15 p.m.

- I. Executive Session Per RCW 42.30.110(I)(i): Discuss Current or Potential Litigation With Retained Legal Counsel (45 minutes)
 - City Councilmembers

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- 2 DECA Month Proclamation (5 minutes)
 - Ryan Lukson, Mayor

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk.

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk.

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

3. Approval of the December 1, 2020 Council Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading & Passage:

4. Ordinance No. 49-20, Approving the 2024 Council Compensation Plan
- Cathleen Koch, Administrative Services Director

Resolutions - Adoption:

5. Resolution No. 166-20, Authorizing a Consultant Agreement with Jacobs Engineering Group, Inc. for the SR-240/Aaron Drive Interchange Improvements Project
- Pete Rogalsky, Public Works Director
6. Resolution No. 167-20, Approving a Second Amendment to Contract No. 221-19 with Shannon & Wilson, Inc. for Wetland Mitigation Monitoring
- Kerwin Jensen, Development Services Director
7. Resolution No. 169-20, Authorizing a Facility Use Agreement with American Cruise Lines, Inc. for Priority Docking Rights
- Joe Schiessl, Parks & Public Facilities Director
8. Resolution No. 170-20, Authorizing a Consultant Agreement with MacKay Sposito for Shoreline Stabilization Design and Permitting
- Joe Schiessl, Parks & Public Facilities Director
9. Resolution No. 171-20, Approving the Final Plat of The Reserve at Summerview Terrace, Phase 2
- Kerwin Jensen, Development Services Director
10. Resolution No. 172-20, Authorizing a Grant Agreement with the Department of Ecology for the Stormwater Project at Goethals
- Pete Rogalsky, Public Works Director
11. Resolution No. 173-20, Extending Temporary Waiver Authority Granted by Resolution No. 102-20
- Kerwin Jensen, Development Services Director
12. Resolution No. 174-20, Authorizing an Interlocal Agreement with Benton County for the 2021 Bituminous Surface Treatment Program
- Pete Rogalsky, Public Works Director
13. Resolution No. 175-20, Authorizing a Cooperative Service Agreement with the United States Department of Agriculture to conduct Wildlife Damage Management at the Horn Rapids Landfill
- Pete Rogalsky, Public Works Director
14. Resolution No. 176-20, Authorizing a Sixth Amendment to Contract No. 184-17 with Tyler Technologies, Inc.
- Jon Amundson, Assistant City Manager
15. Resolution No. 177-20, Authorizing a Grant Agreement with the Washington Traffic Safety Commission for Seatbelt Enforcement Funding
- John Bruce, Chief of Police

16. Resolution No. 178-20, Approving Reimbursable Agreement for Interconnection Request L0458 of Transmission Line and Substation with Bonneville Power Administration
 - Clint Whitney, Energy Services Director

Items - Approval:

Expenditures - Approval:

Items of Business:

17. Council Ethics and Administration Committee Discussion
 - Ryan Lukson, Mayor

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: City Council Workshop - 5:15 p.m.

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Retained Legal Counsel (45 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

None.

Summary:

Council will meet in executive session to conduct its annual City Manager performance review.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

DECA Month Proclamation (5 minutes)

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

I. DECA Month Proclamation



Proclamation

WHEREAS, DECA is an association of marketing students established in 1946; and

WHEREAS, DECA helps students develop skills and knowledge for marketing careers, build self-esteem, experience leadership, and practice community service; and

WHEREAS, DECA is committed to promoting a marketing education and the growth of business and education partnerships; and

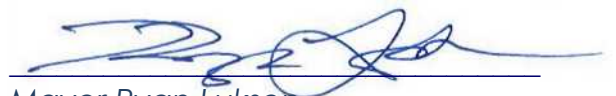
WHEREAS, throughout the school year, the Richland High School DECA Chapter has pursued numerous activities to promote community service, including collecting items for Second Harvest and the Tri-City Union Gospel Mission; and

WHEREAS, the mission of the Richland High School DECA Chapter is to enhance the education of students with interests in marketing, management and business, and to gain more participation in the high school, as well as involvement in the betterment of the community.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim and recognize November 2020 in the City of Richland, to have been:

“DECA Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 15th day of December, 2020.


Mayor Ryan Lukson



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the December 1, 2020 Council Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on December 1, 2020.

Summary:

Draft meeting minutes of the Council meeting held on December 1, 2020 are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

- I. Draft December 1, 2020 City Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, December 1, 2020 - 6:00 p.m.

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 953 1218 5024

City Council Regular Meeting - 6:00 p.m.

Mayor Lukson called the remote Council meeting to order at 6:01 p.m.

Welcome and Roll Call

Mayor Lukson welcomed those attending the virtual meeting.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present.

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Public Works Director Rogalsky, Energy Services Director Whitney, Administrative Services Director Koch, Parks & Public Facilities Director Schiessl, Planning Manager Stevens and City Clerk Rogers.

Pledge of Allegiance

Mayor Lukson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations

None.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

- 1 Accepting the Proposed Annexation of 8.52 Acres Located at 771 Shockley Road, Ordinance No. 50-20

Planning Manager Stevens provided an overview of the proposed annexation request submitted by property owner Robert Zinsli. The Planning Commission recommends this property be zoned R-1-10, low-density residential, to maintain consistency with surrounding land use. State law requires a public hearing prior to final action on the request.

No individuals registered to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:06 p.m.

2 Proposed 2020 Comprehensive Plan Amendments, Ordinance No. 51-20

Planning Manager Stevens presented on the proposed 2020 Comprehensive Plan amendments and reviewed the two (2) proposals submitted. The Planning Commission recommends approval of both applications.

Councilmember Thompson addressed the comments submitted by a citizen for Council review, and suggested that staff be granted time to review the comments and form a response before action is taken.

Councilmember Alvarez asked for clarification on whether the Planning Commission voted unanimously to submit the recommendations to City Council for approval. Planning Manager Stevens replied in the affirmative.

City Attorney Kintzley stated that Ordinance No. 51-20 and Ordinance No. 52-20 are presented for first reading, and that staff would be able to provide a response to the information submitted prior to second reading and passage of the ordinances if so desired by Council.

Mayor Lukson opened the public hearing at 6:16 p.m.

Public Hearing testimony was received from the following individuals:

Trish Clements - 11400 SE 8th St. Ste. 450, Bellevue, WA: Ms. Clements of Goldsmith Engineering stated her support of the proposed Comprehensive Plan amendment and associated zoning map amendment.

Keith Goldsmith - 11400 SE 8th St. Ste. 450, Bellevue, WA: Mr. Goldsmith of Goldsmith Engineering shared that he represented Mr. Greg Markel at the Richland Planning Commission hearing, and that he supports the Planning Commission's recommendations to Council.

Patrick Paulson - 2253 Davison Avenue, Richland, WA: Mr. Paulson provided a brief review of the comments he submitted for Council consideration. Mr. Paulson suggested the City update its goals and policies and present them to the public for review before approving the proposed Comprehensive Plan amendments.

Planning Manager Stevens reported that the Planning Commission reviewed a number of the comments/suggestions submitted by Mr. Paulson, and was still recommending approval of the proposed Comprehensive Plan amendments to Council. Mayor Lukson directed staff to review the comments and prepare information for Council review before the items return for second reading and passage.

Mayor Lukson closed the public hearing at 6:19 p.m.

3. Proposed Zoning Map Amendments, Ordinance No. 52-20

Planning Manager Stevens provided an overview of the two (2) proposed zoning amendments. The Planning Commission voted unanimously to recommend approval of the 2020 Comprehensive Plan Land Use Map and Official Zoning Map amendments.

No individuals registered to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:22 p.m.

Public Comments

None.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

Minutes

4. Approval of the November 17, 2020 Council Meeting Minutes

Ordinances - First Reading

5. Ordinance No. 49-20, Approving the 2024 Council Compensation Plan
6. Ordinance No. 50-20, Accepting the Annexation of 8.52 Acres Located at 771 Shockley Road (Zinsli)

Ordinances - Second Reading & Passage

7. Ordinance No. 48-20, Approving Amendments to the 2020 Budget

Resolutions - Adoption

8. Resolution No. 162-20, Authorizing a Memorandum of Understanding with the Seattle Police Department
9. Resolution No. 164-20, Approving a Purchase and Sale Agreement with D&I Investments, LLC for 10 Acres in Horn Rapids

10. Resolution No. 165-20, Authorizing an Agreement with Hill International for Public Safety Response Stations Nos. 73 & 75

Items – Approval

None.

Expenditures – Approval

None.

Items of Business

11. Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code

City Attorney Kintzley gave Council an overview of the modified language incorporated into Ordinance No. 47-20 as directed from the November 17, 2020 City Council meeting. Mayor Pro Tem Kent and Councilmembers Thompson and Boring praised City Attorney Kintzley for the well-written amendments.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO ADOPT ORDINANCE NO. 47-20. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

12. Ordinance No. 51-20, Approving the 2020 Comprehensive Plan Amendments

COUNCILMEMBER THOMPSON MOVED AND MAYOR LUKSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 51-20 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

13. Ordinance No. 52-20, Approving Amendments to RMC Title 23 and the Official Zoning Map of the City of Richland

COUNCILMEMBER THOMPSON MOVED AND MAYOR LUKSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 52-20 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Reents reported that the City's Utility Assistance Program, funded by the CARES Act, ended on November 30, 2020. One-thousand one-hundred and forty-five (1,145) applications were received. The City of Richland has until the end of the year to seek full reimbursement of CARES Act funding for payroll, personal protective equipment (PPE), and supplies associated with the City's COVID-19 pandemic response. The City is currently \$150,000 - \$200,000 over the reimbursable amount, with a projected total of approximately \$300,000 - \$400,000 by the end of the year. Staff will continue to work on the reimbursement process and explore assistance available to community members.

City Manager Reents provided a recap of the COVID-19 information shared during the weekly Benton-Franklin Health District meeting, which included:

- Potential availability of a COVID-19 vaccination by the end of the year. Priority will likely be given to medical providers and first responders, then to high-risk individuals in congregate housing. The remaining population can expect to receive vaccinations beginning late spring to early summer.
- WA Notify, an anonymous COVID-19 exposure notification application for phones, was launched by the Washington State Department of Health.
- COVID-19 testing sites have administered a record number of tests.
- The National Guard's presence at the HAPO site has been extended until after the new year.
- Slight increases in hospital volumes and staff fatigue continues.
- CARES Act funding amounts received by local businesses during the COVID pandemic, from various sources, is between \$98 million - \$146 million.

Councilmember Thompson questioned if Hanford contractors were listed as recipients of the CARES Act funds. City Manager Reents replied that she believes Hanford contractors receive funding directly from the federal government and are excluded from the amounts identified above. City Manager Reents offered to follow-up to provide a definitive response.

City Council

Councilmember Alvarez urged everyone to stay safe.

Councilmember Boring encouraged everyone to remain positive.

Councilmember Thompson addressed the comments he received regarding statements he made at the previous City Council meeting. Councilmember Thompson provided

additional comments relating to his views on the pandemic and the imposed mandates, and spoke to civil rights and free speech.

Councilmember Lemley made known his interest in assigning councilmembers to the City's Council Ethics and Administration Committee. Mayor Lukson requested historical information on the City's use of this committee. Councilmember Thompson offered his recollection, as the longest serving councilmember, on the City's historical use of the committee. Mayor Lukson directed staff to gather additional information in support of a Council discussion at the next scheduled meeting.

Mayor Pro Tem Kent voiced her opinion that teachers should be given priority to the COVID-19 vaccination once it is made available. Mayor Pro Tem Kent reminded fellow councilmembers to practice proper decorum when replying to emails. Lastly, in relation to the pandemic, Mayor Pro Tem Kent encouraged everyone to be educated, remain safe, continue to practice social distancing, and wear masks.

Mayor

Mayor Lukson provided an overview of a conversation he had with staff from Governor Inslee's office regarding the recent statewide mandates. Mayor Lukson provided additional information regarding the confirmed positive COVID numbers and the age group most affected. Lastly, Mayor Lukson announced that he participated in a video campaign organized by Visit Tri-Cities President & CEO Mike Novakovich. The video documents the impacts of the pandemic on local business from a personal standpoint. The video will be delivered to Governor Inslee's office for his consideration.

AT 6:51 P.M., MAYOR LUKSON ANNOUNCED A FIVE-MINUTE BREAK BEFORE CONVENING IN EXECUTIVE SESSION.

Executive Session

14. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (30 minutes)

At 7:00 p.m., Richland City Council convened in executive session with retained legal counsel for thirty (30) minutes to discuss current or potential litigation. Individuals virtually present included Mayor Lukson, Mayor Pro Tem Kent, Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson, and Attorney Ann Marie Soto.

AT 7:30 P.M., MAYOR LUKSON ANNOUNCED AN EXTENSION OF THE EXECUTIVE SESSION FOR FIFTEEN (15) MINUTES.

COUNCIL EXITED EXECUTIVE SESSION AT 7:45 P.M.

Adjournment

Mayor Lukson adjourned the meeting at 7:50 p.m.

APPROVED:

Ryan Lukson, Mayor

ATTESTED:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 49-20, Approving the 2024 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

49-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 49-20, amending Section 2.32.040 of the Richland Municipal Code related to the 2024 Council Compensation Plan.

Summary:

Article II of the Richland City Charter allows Council to set its own compensation by ordinance. However, per RCW 35.27.130, Council may not set its own salaries during its current members' terms of office. Read together, these two laws grant Council the authority to set compensation to be realized by future councilmembers in subsequent years. Since 2002, Council has based the annual adjustment on the increase in the unaffiliated compensation plan or wage schedule.

On November 17, 2020, Resolution No. 159-20 was adopted to update the unaffiliated wage schedule. The update included a 1.3% market adjustment that will also be applied to Council's compensation. Beginning in 2024, Council's compensation will be \$1,269 per month. In addition to the monthly Council stipend, the Mayor receives another \$250 per month. A breakdown of the historical annual increases from 2003 to present is attached for Council review.

Staff recommends approval of Ordinance No. 49-20 for second reading and passage.

Fiscal Impact:

Approval of Ordinance No. 46-20 will result in a 1.3% increase in expenses for Council compensation in 2024.

Attachments:

1. Ordinance No. 49-20
2. Council Compensation 2024

ORDINANCE NO. 49-20

AN ORDINANCE of the City of Richland amending Section 2.32.040 of the Richland Municipal Code related to the 2024 Council Compensation Plan.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 62-19, is hereby amended to read as follows:

2.32.040 Councilmembers

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at \$825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years, the following salary is established: 2004, \$875.00; 2005, \$900.00; 2006, \$927.00; 2007, \$964.00; 2008, \$1,003; 2009, \$1,013; 2010, \$1,028; 2011, \$1,038; 2012, \$1,069; 2013, \$1,090; 2014, \$1,090; 2015, \$1,112; 2016, \$1,123; 2017, \$1,123; 2018, \$1,143; 2019, \$1,160; 2020, \$1,177; 2021, \$1,195; 2022, \$1,231; ~~and~~ 2023, \$1,253; and 2024, \$1,269 provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council who participate in the Washington Public Employees' Retirement System shall provide a written certification to human resources, detailing a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Published: December 20, 2020



ADMINISTRATIVE SERVICES DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Cathleen Koch, Administrative Services Director

THROUGH: Cindy Reents, City Manager

DATE: December 1, 2020

SUBJECT: 2024 City Council Compensation and History

Year	Mayor	Council Member	% Increase by year
2003	\$1,075	\$825	0.00%
2004	\$1,125	\$875	6.00%
2005	\$1,150	\$900	3.00%
2006	\$1,177	\$927	3.00%
2007	\$1,214	\$964	4.00%
2008	\$1,253	\$1,003	4.00%
2009	\$1,263	\$1,013	1.00%
2010	\$1,278	\$1,028	1.50%
2011	\$1,288	\$1,038	1.00%
2012	\$1,319	\$1,069	3.00%
2013	\$1,340	\$1,090	2.00%
2014	\$1,340	\$1,090	0.00%
2015	\$1,362	\$1,112	2.00%
2016	\$1,373	\$1,123	1.00%
2017	\$1,373	\$1,123	0.00%
2018	\$1,393	\$1,143	1.75%
2019	\$1,410	\$1,160	1.50%
2020	\$1,427	\$1,177	1.50%
2021	\$1,445	\$1,195	1.50%
2022	\$1,481	\$1,231	3.00%
2023	\$1,503	\$1,253	1.80%
2024	\$1,519	\$1,269	1.30%



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 166-20, Authorizing a Consultant Agreement with Jacobs Engineering Group, Inc. for the SR-240/Aaron Drive Interchange Improvements Project

Department:
Public Works

Ordinance/Resolution Number:
166-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 166-20, authorizing the City Manager to sign and execute a consulting agreement with Jacobs Engineering Group, Inc. related to the SR-240/Aaron Drive Interchange Improvements project.

Summary:

Richland's 2020-2025 Capital Improvement Plan (CIP) includes a project titled SR-240 Flyover at Aaron, the objective of which is to reduce north-south travel congestion at SR-240 and Aaron Drive (the "Project"). This Project, which is also included in the 2020-2025 Transportation Improvement Program (TIP), will construct a grade-separated flyover eastbound ramp and reconstruct the existing SR-240/Aaron Drive intersection.

As one of the Tri-Cities region's highest priority congestion relief efforts, this Project was awarded federal transportation funds by the Benton-Franklin Council of Governments. Because it is located on a state highway, the Project must be developed in accordance with Washington State Department of Transportation procedures. Since City staff is unfamiliar with the WSDOT processes, the City's best interests are served by procuring specialized engineering services to complete the required project development work.

A competitive Request for Qualifications (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a qualified consulting engineering firm. Of the three (3) responses received, Jacobs Engineering Group, Inc. was selected as the most qualified consultant to perform the project development work. A scope of work and budget providing the necessary services at a reasonable price has been negotiated.

Staff anticipates work under this agreement to begin in January and be completed in the summer of 2021.

Staff recommends adoption of Resolution No. 166-20.

Fiscal Impact:

This Project will be paid by a WSDOT grant and City REET funds as indicated on page 130 of the 2020 Capital Improvement Plan. The \$169,998 planned for this phase of work will be funded at 86.5% by the WSDOT grant and 13.5% by City funds. \$200,000 is currently obligated on the grant, which will cover this consultant agreement, along with City and State staff time managing the Project.

Attachments:

1. Resolution No. 166-20
2. Jacobs Consultant Agreement (SR-240/Aaron Interchange)

RESOLUTION NO. 166-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with Jacobs Engineering Group, Inc. related to the SR-240/Aaron Drive Interchange Improvements project.

WHEREAS, the 2020-2025 Capital Improvement Plan (CIP) and the 2020–2025 Transportation Improvement Program (TIP) both include a project titled SR-240 Flyover at Aaron, which is intended to reduce north-south travel congestion at SR-240 and Aaron Drive (the “Project”); and

WHEREAS, the Project will construct a grade-separated flyover eastbound ramp and reconstruct the existing SR-240/Aaron Drive intersection; and

WHEREAS, the Project was awarded federal transportation funds by the Benton-Franklin Council of Governments as one of the Tri-Cities region’s highest priority congestion relief projects; and

WHEREAS, since the Project is located on a state highway, the Project must be developed in accordance with Washington State Department of Transportation procedures; and

WHEREAS, the City’s best interests are served by procuring specialized engineering services to complete the required project development work since City staff is unfamiliar with WSDOT processes; and

WHEREAS, a competitive Request for Qualification (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a qualified consulting engineering firm to perform the work described therein; and

WHEREAS, the City received three (3) responses to the RFQ; and

WHEREAS, Jacobs Engineering Group, Inc. was selected as the most qualified consultant to perform the analysis and preliminary design of the SR-240/Aaron Drive Interchange Improvements; and

WHEREAS, the negotiated scope of work and budget will provide the necessary services at a reasonable price.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Jacobs Engineering Group, Inc. in an amount not to exceed \$179,998 for the SR-240/Aaron Interchange Improvements project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: <TBD>

Firm/Organization Legal Name (do not use dba's): Jacobs Engineering Group, Inc	
Address 32 N. 3rd St. Ste. 320, Yakima, WA 98901	Federal Aid Number N/A
UBI Number 601-008-037	Federal TIN 95-4081636
Execution Date <TBD>	Completion Date <TBD>, 2021
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title SR240/Aaron Interchange Improvement Study	
Description of Work The SR240/Aaron Interchange Improvement Study project will document the access revision process through the completion of traffic studies and reports, modified access revision report, basis of design documentation, and community engagement.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☒ Yes 4.3% ☐ No WBE Participation ☐ Yes ☒ No SBE Participation Total Amount Authorized: \$169,998 Management Reserve Fund: \$10,000 Maximum Amount Payable: \$179,998	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Richland hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Pete Rogalsky
Agency: City of Richland, Public Works
Address: 625 Swift Blvd., MS-26
City: Richland State: WA Zip: 99352
Email: progalsky@ci.richland.wa.us
Phone: 509-942-7500
Facsimile: 509-942-7468

If to CONSULTANT:

Name: Julee Trudeau
Agency: Jacobs Engineering Group, Inc
Address: 32 N. 3rd St. Ste. 320
City: Yakima State: WA Zip: 98901
Email: julee.trudeau@jacobs.com
Phone: 509-899-3545
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Pete Rogalsky
Agency: City of Richland, Public Works
Address: 625 Swift Blvd., MS-26
City: Richland State: WA Zip: 99352
Email: progalsky@ci.richland.wa.us
Phone: 509-942-7500
Facsimile: 509-942-7468

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number: <TBD>

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

_____ Signature	_____ Date
_____ Signature	_____ Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Federal Aid No.

See attached Scope of Work.

Draft

Agreement Number: <TBD>

**Exhibit A
City of Richland
Agreement XXXX
SR240/Aaron Interchange Improvements Study
Traffic Studies, Access Revision Report, and Public Involvement Services
Scope of Work**

Draft

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Section 1

INTRODUCTION, PROJECT DESCRIPTION, AND GENERAL ASSUMPTIONS

Introduction

During the term of the project, Jacobs Engineering Group (CONSULTANT) will provide consultant services to evaluate the existing interchange for the City of Richland (CITY) for the "SR240/Aaron Interchange Improvements Study" (PROJECT). This scope provides task description, assumptions, and deliverables for access revision studies and reports, basis of design tasks, and community engagement.

Project Background and Need

State Route (SR) 240 is a major transportation route in the Tri-Cities, serving the cities of Richland, West Richland, and Kennewick. This 41-mile-long corridor is a two-lane, undivided highway for the northern two-thirds of the route near the Hanford Nuclear Reservation. North of Interstate 182 (I-182), "the bypass highway," is a 4-mile-long, six-lane signalized divided highway around the densely-built section of Richland. Between I-182 and U.S. Route 395 (US 395) SR240 is an access-controlled freeway with between four and eight lanes. The average daily traffic volumes are highest on the freeway section just south of the I-182 interchange.

The bypass highway is a commuter route to major employers, including Hanford, Pacific Northwest National Laboratory, Port of Benton, Washington State University (Tri-Cities campus), regional medical facilities, and over a dozen schools. It has sharp morning and afternoon peaks with traffic quadrupling compared to normal daytime use. The bypass highway is a major freight route important to the economic vitality of the region and serves freight haulers traveling to and from the Port of Benton and north Richland industries. It is also identified as a strategic freight route in Transition2040 because of existing industrial shipping traffic and regional land use planning that will site additional industries in north Richland on several thousand acres of available land.

Project Description

The SR240/Aaron Interchange Improvement Study project will document the Access Revision Process through the completion of traffic studies and reports, public outreach, modified Access Revision Report and design documentation following WSDOT procedures and policies. We will begin by identifying the TECHNICAL TEAM (subject matter experts from the CITY, WSDOT SCR and WSDOT HQ). We will develop methods and assumptions and evaluate alternatives during the Freeway Access Revision process. The final task will include technical analyses enabling us to reach a finding of engineering and operational acceptability.

General Assumptions

The project assumptions have been developed based on meeting notes with WSDOT staff:

- NAFS & ARR – WSDOT has clarified (09-03-20 Meeting Notes) that a Non-Access Feasibility Study (NAFS) will not be required for this project and that a scaled-down Access Revision Report (ARR) will be acceptable. A document outlining this "modified" ARR process was provided to the CONSULTANT. The document includes Design Manual references that allow for the scalability of the ARR and describes the basic requirements for the Methods and Assumptions document (M&A) and the ARR.

- The CONSULTANT will prepare the ARR, the CITY will be the sponsor, WSDOT SCR will review and comment, and WSDOT HQ and FHWA will be signature approval.
- The CONSULTANT will prepare the M&A using the WSDOT-provided template.
- This Project is assumed to be ten (10) months in duration.

Design Standards and References

The project will begin development in accordance with the latest edition, amendments, and revisions (as of execution date of this AGREEMENT) of the publications below, where applicable.

Software Versions

The following version of software will be used:

- AutoCad
- Civil3D
- Primavera P6 Professional
- TransCad® (V.7)
- SYNCHRO® plus Sim-Traffic (V.10)
- SIDRA® (V.7)
- HCS – HCM 6th Addition (V.7.2.1)

Publications

- WSDOT Design Manual (M 22-01)
- WSDOT Local Agency Guidelines (M 36-63)
- WSDOT Environmental Manual (M 31-11)
- WSDOT Traffic Manual (M 51-02)
- WSDOT Communications Manual (M 3030)
- City of Richland Standard Details

American Association of State Highway and Transportation Officials Publications

- A Policy on Geometric Design of Highways and Streets 2011 6th Edition (“Green Book”)
- Any American Association of State Highway Officials policies applicable where said policy is not in conflict with CITY or WSDOT standards.

U.S. Department of Transportation Publications

- Manual on Uniform Traffic Control Devices for Streets and Highways

Other Publications

- Institute of Transportation Engineers Trip Generation Manual
- Transportation Research Board Highway Capacity Manual (HCM)

For updates to these publications, the CITY and the CONSULTANT will assess the level of effort required of the CONSULTANT to respond to the updates. A determination with respect to the intended level of effort and the impacts upon the project budget and schedule will be made by the CITY and the CONSULTANT prior to executing the changes to the project deliverables.

Section 2

DESCRIPTION OF TASKS

TASK 1 – PROJECT MANAGEMENT

This task will be continuous throughout the duration of this Project. It will include the work necessary to set up and plan the project and establish project-specific procedures, including communication, quality control (QC), overall project coordination with The CITY and project team, and project closeout.

1.01 Project Management

Schedule Development

The CONSULTANT will prepare a schedule for the project that substantiates milestone dates and work scope imbedded in a work breakdown structure. Each task deliverable contained within this scope of work will be included in the project schedule and identify points of interface between the traffic studies and reports, community engagement, environment and engineering deliverables.

The baseline project schedule will be developed using the critical path method (CPM) and will include a work breakdown structure (WBS) that identifies schedule activities matching the scope of work, logic, durations, meetings, workshops and reviews necessary to produce the deliverables for the project.

CONSULTANT will provide overall project administration and management for the duration of the project.

Scope and Budget Management

The CONSULTANT will manage the CONSULTANT's project scope and budget, as well as that of the SUBCONSULTANT's. Significant changes will be reported to the CITY as they occur and in monthly project management team meetings and/or progress reports. This Task will help monitor scope and costs and propose corrective actions. Current financial status as well as projections of cost to complete work will be provided to the CITY monthly.

Monthly Progress Reporting and Invoicing

The CONSULTANT will prepare and submit monthly invoices and supporting documentation that includes progress reports. The CONSULTANT will review and incorporate SUBCONSULTANT invoices with the monthly invoices.

The CONSULTANT will prepare and submit monthly progress memo that describe the work accomplished during the billing period, including the status of individual Tasks, meetings attended, and action or information needed from the CITY. Progress memo will also indicate work to be accomplished during the next billing period. Progress memo will be submitted to the CITY with the monthly invoice. A total of eleven (11) monthly invoices and progress memo are assumed for this Task.

Project Management Team Meetings

The CONSULTANT will plan, facilitate and host monthly project management team meetings with the CITY. Each meeting is assumed to be one-half (0.5) hour in length. Up to three (3) CONSULTANT team staff members will attend each meeting, depending on the agenda. The CONSULTANT will prepare meeting agendas and action items. Up to ten (10) meetings will be held in during this Project.

An action item log of requested and received items will be maintained for discussion during the meeting.

Project Team Meetings

The CONSULTANT will hold bi-weekly team meetings and provide direction and oversight of CONSULTANT's project team to confirm implementation of the work plan and the coordination of work activities. This effort is to provide the leadership that the team will need to understand project priorities, deadlines, budget constraints, and resolve issues that arise.

For budgeting purposes, bi-weekly meetings, thirty (30) minutes in length, are assumed over the duration of the project, up to twenty-one (21) meetings total. The meetings will be attended by up to six (6) staff per meeting.

Subconsultant Management

Subconsultant management will be provided to overview progress, invoices and provide overall coordination with the various project elements. Subconsultant invoices and remaining budget will be provided with the monthly invoices.

Quality Assurance

This task provides for CONSULTANT's senior quality assurance (QA) review of major work deliverables to be performed before major submittals before submittal to the CITY.

This task includes managing the reviews, consolidating and documenting review comments, systematic checking, back-checking, document revision processes, and performing quality assurance compliance as defined in the QMP.

Scheduled senior reviews will be documented in a memorandum/review comment/response format to the Quality Manager. The Project Manager will be responsible for adjudication of comments and responses with respect to the project scope, budget, and schedule.

1.01 Task Deliverables

- Baseline Schedule: PDF
- Monthly progress reports and invoices containing status reports on scope completion including current financial status as well as projections of cost to complete work.
- Project records, including memos, reports, meeting minutes, and other similar project records: PDF
- Agendas, meeting materials, and action item logs for project management team meetings: PDF
- Review comments from each task deliverables contained within this scope of work, will be formally documented, responded to, and filed on the CONSULTANT server: PDF

TASK 2 – ASSEMBLE SUPPORT TEAM

2.01 Technical Team

The CONSULTANT will plan, coordinate, attend and facilitate meetings with the CITY and WSDOT Technical Team. The intent of these meetings is to gather early and regular input during project development and seek advice/feedback from CITY and WSDOT staff. The Technical Team will advise on the development of the purpose & need statement, methods & assumptions document, intersection

control evaluation, alternatives comparison table, context and modal accommodations report, access revision report, and basis of design.

The CONSULTANT will prepare for and attend up to three (3) technical workshops with the CITY and WSDOT during the Access Revision process. The workshops will be held to present the technical issues and engineering assessment of the SR240/Aaron Drive Interchange alternatives leading up to the selection of the recommended alternative.

Following is the schedule of Technical Workshops:

- Workshop 1 – Define the problem statement, baseline and contextual needs, evaluation criteria, and performance measures and targets (methods and assumptions) for the project.
- Workshop 2 – Present the recommended alternatives for the SR240/Aaron Drive Interchange.
- Workshop 3 – Present the recommended alternative and associated refinements for the SR240/Aaron Drive Interchange.

It is assumed that:

- Up to three (3) technical workshops are anticipated to be conducted.
- Up to four (4) CONSULTANT team members may attend each workshop.
- Each workshop is expected to last up to two (2) hour each (assume these are virtual sessions).
- The CITY will attend workshops with stakeholders.
- The CONSULTANT will provide supporting maps and graphics to complement communications material.
- The CITY will review the agenda and meeting materials with the CONSULTANT prior to the workshop.
- The CONSULTANT will prepare TECHNICAL TEAM graphics and one presentation for each workshop under the task 1 assemble support team.
- As needed, one (1) PowerPoint presentation for each workshop will be prepared by the CONSULTANT.

Task 2.01 Deliverables

- Agenda and information packet seven (7) calendar days prior to each workshop.
- Three (3) TECHNICAL TEAM presentations: PowerPoint
- Meeting notes and summary of action items within seven (7) calendar days and final within fourteen (14) calendar days: PDF

TASK 3 – PURPOSE AND NEED STATEMENT

3.01 Development of Purpose and Need Statement

The CONSULTANT will develop the purpose and need statement using the previous studies to guide development of project-specific statements for the SR 240/Aaron Drive interchange. Part of the analysis will be to identify both baseline and contextual needs. Baseline needs, the primary reasons for a project, and contextual (other) needs both allow for the development of metrics to evaluate alternatives. Baseline needs for this project will consider safety and mobility for both vehicular and active transportation modes.

CONSULTANT will present draft purpose and need statement and baseline and contextual needs at the first workshop with the TECHNICAL TEAM. The CONSULTANT will gather input from the TECHNICAL TEAM during the workshop and the purpose and need statement will be finalized in real time. A final purpose and need statement and baseline and contextual needs will be submitted with the meeting minutes from the workshop for final review and comment. The final purpose and need statement will be provided for WSDOT approval at the Workshop 2.

3.01 Task Deliverables

- Draft Purpose and Need Statement: PDF
- Final Purpose and Need Statement: PDF

TASK 4 – DEVELOP METHODS AND ASSUMPTIONS MEMORANDUM

4.01 Methods and Assumptions Memorandum

The CONSULTANT will prepare one (1) clear and concise transportation/traffic methods and assumptions (M&A) memorandum (memo) that will apply for all project elements. This will describe the intended policy point revisions and changes, study area, analysis years and periods, baseline projects, demand modeling, and traffic operational software tools and input assumptions, data collection and processing techniques, measures of effectiveness and documentation. This memo will be reviewed once by the CITY internally.

It is assumed that:

- The TECHNICAL TEAM will review and provide comments on the methods and assumptions memo.
- The M&A document will make the basic assumption that the intersection improvements analyzed will not have impacts to I-182. If the analysis conducted for this ARR confirms this assumption, then this M&A will suffice and the ARR can be complete per this M&A.
- If the assumption is not correct and there are impacts to I-182, then this M&A must be revisited with a larger scope and larger scale.
- The CONSULTANT will attend up to 2 meetings to finalize M&A document. For each of the meetings, it is assumed that up to four (4) CONSULTANT staff will attend. The CONSULTANT will prepare meeting materials, agendas, and meeting summaries for the TECHNICAL TEAM meetings. All meetings will be scheduled and set up by the CONSULTANT.

4.01 Task Deliverables

- Draft Methods and Assumptions Memo: PDF
- Final Methods and Assumption Memo: PDF

TASK 5 – TRAFFIC MODELLING AND OPERATIONS ANALYSIS

5.01 Data Collection and Existing Year Model

The CONSULTANT will review the existing BFCG and WSDOT DataPortal for available counts. Subject to confirmation with the CITY and WSDOT that recent counts are insufficient, the CONSULTANT will obtain weekday AM and PM peak hour traffic counts at up to six (6) locations near the SR 240/Aaron Drive interchange). Counts will be collected along SR 240/SR 182 on and off ramps if no recent historic counts are available. No counts will be collected along mainline SR 182.

One (1) field visit by the CONSULTANT will be performed to observe congestion, travel patterns, queuing, and signal operation conditions.

Up to six (6) intersections (near the SR 240/Aaron Drive interchange) will be analyzed using Synchro® (for signalized and unsignalized intersections) or Sidra® (for roundabouts) software for the weekday PM peak hour.

The study area will include:

- SR 240 between Duportail St and SR 182.
- Aaron Drive between SR 182 and Jadwin Ave.
- On ramps and off ramps between SR 240 and SR 182 will be included in the model but SR 182 mainline segments will be not be included.

Level of service (LOS), average delay, and 95th percentile queue lengths will be reported as measures of effectiveness (MOEs).

It is assumed:

- It is assumed that the WSDOT will provide collision data, and any available speed data for SR 240.

5.01 Task Deliverables

- Existing conditions PM peak hour Synchro®/Sidra® results tables and exhibits: PDF
- Electronic files for traffic models

5.02 Travel Demand Modeling

The CONSULTANT will develop no-build and build alternatives travel demand forecasting models for the weekday AM and PM peak periods for Year of Opening 2025 and Design Year 2045. The forecasts will be developed for the study area and intersections identified in Task 5.

The CONSULTANT will develop PM peak period travel demand model using the Benton-Franklin Council of Government's Transcad® model which will be able to produce PM peak period growth rates and forecasts. The growth rates will be reviewed and approved by the CITY and WSDOT prior to conducting traffic analysis.

It is assumed:

- Minor Transcad® link modifications and study area forecast calibration is assumed.

5.02 Task Deliverables

- PM peak hour travel demand forecasts tables and exhibits: PDF
- Electronic files for travel demand models

5.03 Future Year Traffic Operations Analysis

The existing models developed in Task 5.01 will be used to develop models for the Year of Opening 2025 and Design Year 2045 conditions for the PM peak hour.

Models will be developed for No-Build and the recommended Build alternative using Synchro® and SIDRA®.

If needed, Highway Capacity Software (HCS) will be used for estimating the capacity needed for the proposed southbound SR 240 to eastbound SR 182 ramp overpass.

5.03 Task Deliverables

- PM peak hour Synchro®/Sidra® results tables and exhibits: PDF
- Electronic files for traffic models

5.04 Safety Analysis

A quantitative safety analysis will be performed by the CONSULTANT for the SR 240 mainline, ramps, ramp terminal intersections, and intersections as defined in Task 5, where applicable. The analysis will use software (e.g. IHSDM and/or ISATe) compatible with the Highway Safety Manual.

This safety analysis will only be conducted for the no-build and build alternative. This analysis would be for Year of Opening 2025 and Design Year 2045 conditions. This safety analysis will be developed based on forecasts developed in Task 5.02 and the existing as-built design files provided by the CITY. Historical collision data will be summarized to describe existing safety conditions.

It is assumed:

- Safety analysis will not be performed on local streets/roadways beyond SR 240 intersections, except the intersection of Aaron and Wellsian will be included.
- Safety analysis will not be performed on I-182 mainline or ramps beyond a proposed geometric change.

5.04 Task Deliverables

- Safety analysis tables and exhibits: PDF

5.05 – AM Peak Hour Analysis

The CONSULTANT will develop AM peak hour traffic models to analyze traffic operations during the morning rush hour. This task will include AM peak hour analysis of everything mentioned in Task 5.01 to Task 5.03. The assumptions and methodologies remain unchanged from PM peak hour analysis. Softwares mentioned in Task 5.01 to Task 5.03 will be used to create AM peak hour traffic operations and demand models.

This is an optional task and will be performed only after receiving approval from the City and WSDOT. The CONSULTANT will review any available traffic volumes obtained in Task 5.01 to provide recommendations regarding the need for AM peak hour analysis.

5.05 Task Deliverables

- Synchro®/Sidra® results tables and exhibits for AM peak hour: PDF
- AM peak hour travel demand forecasts tables and exhibits: PDF
- Electronic files for traffic models and travel demand models

TASK 6 – PROJECT WEBSITE UPDATE

The CONSULTANT will support the CITY as part of its effort to inform and update stakeholders at the end of the ARR process.

6.01 Online Project Updates

The CONSULTANT, working with the CITY, will plan and execute one (1) online update to provide project information once the ARR is complete and the next project phase is identified.

The CITY'S community engagement goals during this project phase can be met through an online project update using the existing SR 240/Aaron Drive project website. The content (e.g., graphics, figures, text) for the project update can be posted as an enhancement or page on the existing website. The update will also include a comment box or other tool for visitors to submit questions and/or comments.

It is assumed that:

- The online project updates will be posted to the existing SR 240/Aaron Drive project website on the Cleargov platform.
- The CONSULTANT will develop webpage content and provide it to the CITY. The CITY will be responsible for website design and content posting. The CITY'S web designer will make the necessary changes to the existing website, including new content or functionality.
- The CITY will advertise the online updates on CITY websites/pages, e-mail distribution lists, social media channels, and the WSDOT website in accordance with CITY procedures. Additional opportunities to reach underrepresented populations will be undertaken by the CITY.
- The CITY will email elected officials prior to each online update.
- No direct mailings will be required for this phase of the project.
- The CITY will cover any direct costs associated with web design or platform hosting.
- The CITY will determine how long questions/comments will be accepted for the online update.
- The CITY will respond to all website visitor questions or comments.
- The CONSULTANT will provide an archived PDF version of the online update.

6.01 Task Deliverables

- One (1) small-group meeting to discuss the online update
- Graphics (up to a total of three [3]) and copy for the online project update
- Electronic copies of all materials in both searchable PDF format

TASK 7 – INTERSECTION CONTROL EVALUATION

The CONSULTANT will complete an intersection control evaluation (ICE) for the intersection of SR 240/Aaron Drive, conduct additional traffic and safety analysis needed to support any proposed design changes to the preferred alternative, and conduct construction traffic analysis to evaluate maintenance of traffic plans. The following sub-work elements describe the work in detail.

7.01 Intersection Control Evaluation

The CONSULTANT will complete an ICE per Chapter 1300, WSDOT Design Manual, at the intersection of SR 240/Aaron Drive and develop an ICE report to include traffic and safety analysis which provides justification for the intersection type selection. The CONSULTANT will schedule and conduct up to two coordination meetings with the CITY, STATE South Central Region and Headquarters staff.

The CONSULTANT will develop an intersection alternative at a sketch level and be prepared in exhibit form to support the ICE. The recommended alternative is presumed to be a roundabout. Roadway design support will include establishing intersection design criteria, preparing roadway geometric layout and preparing Auto-Turn templates for turning movements.

It is assumed:

- ICE will be completed for Year of Opening 2025 and Design Year 2045 AM and PM peak hour conditions. If a traffic signal is considered, the CONSULTANT will perform and report the findings of the signal warrant analysis.
- Traffic models developed will be used to complete the evaluation except for roundabout alternative that will be analyzed using Sidra® traffic software.
- The CONSULTANT will attend up to three (3) meetings to finalize ICE analysis. For each of the meetings, it is assumed that up to four (4) CONSULTANT staff will attend. The CONSULTANT will prepare meeting materials, agendas, and meeting summaries for the TECHNICAL TEAM meetings. All meetings will be scheduled and set up by the CONSULTANT.

7.01 Task Deliverables

- Draft ICE Report – SR 240/Aaron Drive: PDF
- Final ICE Report – SR 240/Aaron Drive: PDF

TASK 8 – ALTERNATIVE IDENTIFICATION AND ANALYSIS

8.01 Previous Reports and Studies

The CITY will provide access to all the prior local, regional, and state studies, and policies developed for the SR 240/Aaron Drive interchange improvements. The CONSULTANT will review the Integrated Scoping, North-South Travel Capacity, and WSDOT Value Engineering Study provided by the CITY.

It is assumed:

- The CONSULTANT will review up to three (3) prior studies and policies and apply relevant data and information throughout the concept development phase.

8.01 Task Deliverables

- No deliverables

8.02 Access Revision Report

The CONSULTANT will document the technical analyses in a Modified Access Revision Report and submit to WSDOT/FHWA for approval. The ARR will address reasonable alternatives, operational analysis, safety performance analysis, and conceptual signing.

It is assumed:

- The CONSULTANT will prepare the Modified Access Revision Report in accordance with Chapter 550 of the WSDOT Design Manual.

8.02 Task Deliverables

- Preliminary Modified Access Revision Report: PDF
- Final Modified Access Revision Report: PDF

TASK 9 – ALTERNATIVE COMPARISON TABLE

9.01 Evaluation of Alternatives and Recommend Alternative

The CONSULTANT will evaluate the SR 240/Aaron Drive Interchange alternative, provide refined alternatives, and design a shared-use pathway alternative using both the baseline needs and the performance measures and targets. The CONSULTANT will prepare the alternatives comparison table (ACT) to document the evaluation of alternatives. This will be prepared in accordance with Chapter 1104 of the WSDOT Design Manual. Alternatives will be quantitatively evaluated to determine how well they meet the performance measures and targets.

The CONSULTANT will prepare a draft ACT and alternatives and provide it to the CITY and TECHNICAL TEAM for review and comment. The CONSULTANT will work with the CITY and prepare a response document to the TECHNICAL TEAM regarding their comments on the draft ACT and the refined alternatives. Review comments received will be incorporated into the final ACT and the alternatives.

It is assumed:

- The CONSULTANT will document the alternative analysis in Section 4 of the BOD form.
- The draft ACT will be revised up to three (3) times, once for the initial set of alternatives, a second time for the refinement of the alternatives, and a third time for the recommended alternative. The final ACT will address any remaining comments on the recommended alternative and submitted.
- TECHNICAL TEAM meeting details are covered in the assemble support team task.

9.01 Task Deliverables

- Draft Alternatives Comparison Table: PDF
- Final Alternatives Comparison Table: PDF

TASK 10 – MULTIMODAL CONSIDERATIONS

10.01 Multimodal Consideration

There is a performance gap in the pedestrian and bicycle network at the interchange. This area presently constitutes a substantial barrier to active transportation modes between the central City trail system, on-street bicycle lane network, and the Chamna recreation area and trail connectivity to south Richland. The CONSULTANT will evaluate options for providing this connection through the interchange area as part of initial alternatives development for the access revision. This area is a logical path to provide a connection given the proximity between the commercial and residential land use located northeast of the intersection/interchange and the riverfront trail and Chamna Natural Preserve

located southwest of the Aaron Drive Intersection. Multimodal considerations will be documented during task 10 in the context and modal accommodation report.

10.01 Task Deliverables

- Draft Modal Priority and Accommodations Memo: PDF
- Final Modal Priority and Accommodations Memo: PDF

10.02 Context and Modal Accommodation Report

The CONSULTANT will document multimodal (vehicle, bikes, and pedestrian) considerations in the context and modal accommodation report.

10.02 Task Deliverables

- Draft Context and Modal Accommodation Report: PDF
- Final Context and Modal Accommodation Report: PDF

TASK 11 – BASIS OF DESIGN

11.01 Practical Design Assessment - SR240/Aaron Drive Interchange Alternatives

A concept layout for the SR 240/Aaron Drive interchange recommended alternative will be developed and include the following:

- Plan sheets (1" = 100' scale) will be prepared for the recommended alternative.
- Up to three (3) typical sections illustrating proposed traffic lanes and shoulders, and pedestrian and bicycle facilities.
- Up to two (2) typical sections for bridges.

It is assumed:

- The CITY will provide cad files from previously studies that include the bypass and roundabout preliminary layout.
- Concept layouts and typical sections will be provided by the CONSULTANT as pdf roll plots for meetings and workshops at the appropriate scale.
- Concept layouts and typical sections will be provided by the CONSULTANT as pdf 11" x 17" plan sheets for reports or studies.
- Engineering support for graphics and content for the City's website is included in this Task.

11.01 Task Deliverables

- Up to six (6), plan drawings of the SR 240/Aaron Drive Interchange for the Recommended Alternative: PDF 1" = 100', 11" x 17"
- Five (5) total typical sections at an appropriate scale: PDF

11.02 Basis of Design Document

The CONSULTANT will compile the findings from the previously developed guiding documents in the following sections of the basis of design (BOD) form:

- Community Engagement
- Major Environmental Considerations
- Baseline and Contextual Needs

- Safety Analysis
- Multidisciplinary Team
- Transportation Context and Modal Accommodation Priorities
- Alternatives Considered and Design Elements

It is assumed:

- The CONSULTANT will prepare a BOD form in accordance with Chapter 1100.10(1) of the WSDOT Design Manual. The CONSULTANT will document in the BOD form using the design elements included for the recommended alternative for the SR 240/Aaron Interchange.
- The CONSULTANT will use the BOD Form found at the following website:
<http://www.wsdot.wa.gov/Design/Support.htm>

11.02 Task Deliverables

- Draft Preliminary BOD Form: PDF
- Final Preliminary BOD Form: PDF

Draft

Section 3**ALLOCATION OF COSTS BY TEAM MEMBER****Table 2 – Allocation of Costs by Team Member
(Contracted Services)**

Team Member	Phase 1
Jacobs	\$162,740
PRR	\$7,258
Total	\$169,998

Draft

No requirement.

Draft

Agreement Number: <TBD>

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Not applicable.

B. Roadway Design Files

The CONSULTANT will provide roadway design files using Autodesk software per the Scope of Work.

C. Computer Aided Drafting Files

The CONSULTANT will provide cadd files using the AGENCY's current version of Autocad software per the Scope of Work.

Agreement Number: <TBD>

D. Specify the Agency's Right to Review Product with the Consultant

The Scope of Work includes a list of deliverable under each Task that the AGENCY has the right to review and provide comments to the CONSULTANT.

E. Specify the Electronic Deliverables to Be Provided to the Agency

The CONSULTANT will provide the AGENCY with electronic deliverable for all scope of work elements as described in the Scope of Work.

F. Specify What Agency Furnished Services and Information Is to Be Provided

The AGENCY will furnish reports and electronic cadd files from previously completed studies as outlined in the Scope of Work.

Agreement Number: <TBD>

II. Any Other Electronic Files to Be Provided

Not applicable.

III. Methods to Electronically Exchange Data

The CONSULTANT's primary communication will be through email. When file sizes exceed email, the CONSULTANT will provide the AGENCY with electronic files via a secure ftp site.

A. Agency Software Suite

See Scope of Work for listed software and versions.

B. Electronic Messaging System

Not applicable.

C. File Transfers Format

Not applicable.

Draft

Exhibit D ***Prime Consultant Cost Computations***

See attached Jacobs Consultant Cost Computations spreadsheet.

Draft

Agreement Number: <TBD>

CONSULTANT SUMMARY - Jacobs

Aaron/SR 240 Interchange

CONSULTANT SUMMARY							
Jacobs							
Aaron/SR 240 Interchange		2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm					
xxx		Date: 12/02/20		Time: 3:02 PM			
Original		703376					
DIRECT LABOR COSTS (DLC)							
Class	Role	Hours	2021	Rate/Hr.	DLC		
EPM IV	Engr. PM IV	87		\$101.24			\$8,807.88
EPM II	Engr. PM II	95		\$62.53			\$5,940.35
CE IV	Civil Engr. IV	360		\$64.71			\$23,295.60
CE III	Civil Engr. III	90		\$53.04			\$4,773.60
CE II	Civil Engr. II	380		\$47.02			\$17,867.60
CE I	Civil Engr. I	24		\$35.50			\$852.00
EV	Env. Planner	112		\$62.97			\$7,052.64
CADD IV	CADD IV	24		\$36.62			\$878.88
PS III	Technical Editor	14		\$49.78			\$696.92
ADI	Admin Staff I	12		\$45.65			\$547.80
CE V	Civil Engr. V	4		\$56.27			\$225.08
Subtotal: Hours		1,202	Subtotal: Direct Labor Costs				\$70,938.35
Salary Escalation for the Year(s)		2022	THRU	2021			\$0.00
Total: Direct Labor Costs (DLC)							\$70,938.35
Indirect Costs (IC)		DLC x		99.41%			\$70,519.81
Fixed Professional Fee		(DLC+IC) x		30.00%			\$21,281.51
SUBTOTAL: DIRECT LABOR COST, INDIRECT COSTS, FIXED PROFESSIONAL FEE							\$162,739.67
OTHER DIRECT COSTS							
Category	Quantity	Units		Rate	Units	Cost	
Computers	1,202	Hours	@	\$0.00	/hours		\$0.00
General Expenses	1		@	\$0.00			\$0.00
Reproduction and Printing: B&W Copies	0	Copies	@	\$0.10	/copy		\$0.00
Reproduction and Printing: Color Copies	0	Copies	@	\$0.75	/copy		\$0.00
Reproduction and Printing: Color Boards	0	Boards	@	\$80.00	/board		\$0.00
Reproduction and Printing: CD's	0	CD's	@	\$2.00	/cd		\$0.00
Reproduction and Printing: Miscellaneous	1		@	\$0.00			\$0.00
Field Equipment Rental	1		@	\$0.00			\$0.00
Health and Safety	0	Hours	@	\$2.00	/hours		\$0.00
Air Travel	0	Trips	@	\$500.00	/trip		\$0.00
Auto Mileage (non-rental cars)	0	Miles	@	\$0.575	/miles		\$0.00
Rental Car	0	Days	@	\$72.36	/day		\$0.00
Rental Car Gas	0	Miles	@	\$0.130	/miles		\$0.00
Meals/Lodging \$225 Lodge, \$76 Mea	0	Days	@	\$286.00	/days		\$0.00
Overnight Delivery/Postal Courier Service	1	Each	@	\$0.00	/each		\$0.00
Subs - Temporary Help	1			\$0.00			\$0.00
Other	1			\$0.00			\$0.00
SUBTOTAL: OTHER DIRECT COSTS							\$0.00
TOTAL AGREEMENT							
Jacobs	99.41%	COMPANY	Veteran	MBE	WBE	DBE	OTHER
Overhead	99.41%	Jacobs					95.73%
Fac. Cost of Capital							
Total OH + FCCM	99.41%	PRR		4.27%			\$7,258.41
Fixed Fee	30.00%	S02					0.00%
		S03					0.00%
Raw Labor Multiplier	No	S04					0.00%
		S05			0.00%		\$0.00
		S06					0.00%
		S07			0.00%		\$0.00
		S08					0.00%
		S09					0.00%
		S10			0.00%		\$0.00
		S11			0.00%		\$0.00
		S12					0.00%
		S13					0.00%
		S14					0.00%
		S15					0.00%
		S16					0.00%
		S17					0.00%
		S18					0.00%
		S19					0.00%
		S20					0.00%
			0.00%	4.27%	0.00%	0.00%	0.00%
TOTAL AGREEMENT							\$169,998.08

HOUR DETAIL - Jacobs Aaron/SR 240 Interchange

703376

Jacobs

Jacobs

WORK BREAKDOWN STRUCTURE		HOUR DETAIL													
Aaron/SR 240 Interchange		Jacobs													
xxx	City of Richland	Blended Labor Rates												Time:	3:04 PM
Original		\$101.24	\$62.53	\$64.71	\$53.04	\$47.02	\$35.50	\$62.97	\$36.62	\$49.78	\$45.65	\$56.27	Date:	12/02/20	
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm	Engr.	Engr.	Civil	Civil	Civil	Civil	Env.	CADD	Technical	Admin	Civil	TOTAL	% OF	
ELEMENT	WORK ELEMENT DESCRIPTION	PM IV	PM II	Engr. IV	Engr. III	Engr. II	Engr. I	Planner	IV	Editor	Staff I	Engr. V	HOURS	TOTAL	
AA	PRELIMINARY ENGINEERING SUPPORT														
.01	PROJECT MANAGEMENT														
	.01 Plan the Work														
	Schedule Development	2	2		8								12	1.0%	
	Scope and Budget Management		8										8	0.7%	
	Schedule Management		5										5	0.4%	
	Monthly Progress Reporting and Invoicing	10	10								12		32	2.7%	
	Project Management Team Meetings		6										6	0.5%	
	Project Team Meetings	12	12	12	12			12					60	5.0%	
	Subconsultant Management		8										8	0.7%	
	Quality Assurance		8										8	0.7%	
	Subtotal	24	59	12	20	0	0	12	0	0	12	0	139	11.6%	
.02	ASSEMBLE SUPPORT TEAM														
	.01 Technical Team	12	18	12				18					60	5.0%	
	Subtotal	12	18	12	0	0	0	18	0	0	0	0	60	5.0%	
.03	PURPOSE AND NEED STATEMENT														
	.01 Development of Purpose and Need Statement	1	2		10			2					15	1.2%	
	Subtotal	1	2	0	10	0	0	2	0	0	0	0	15	1.2%	
.04	DEVELOP METHODS AND ASSUMPTIONS MEMO														
	.01 Methods and Assumptions Memorandum	4	1	16		8				4			33	2.7%	
	Subtotal	4	1	16	0	8	0	0	0	4	0	0	33	2.7%	
.05	TRAFFIC MODELLING AND OPER. ANALYSIS (PM)														
	.01 Data Collection and Existing Model Calibration	2		24		40							66	5.5%	
	.02 Travel Demand Modeling	4		48		28							80	6.7%	
	.03 Future Year Traffic Operations Analysis	4		40		56							100	8.3%	
	.04 Safety Analysis	4		48		24							76	6.3%	
	Subtotal	14	0	160	0	148	0	0	0	0	0	0	322	26.8%	
.05 OPT	TRAFFIC MODELLING AND OPER. ANALYSIS (AM)														
	.05 Data Collection and Existing Model Calibration	2		16		20							38	3.2%	
	.05 Travel Demand Modeling	2		24		12							38	3.2%	
	.05 Future Year Traffic Operations Analysis	4		20		24							48	4.0%	
	Subtotal	8	0	60	0	56	0	0	0	0	0	0	124	10.3%	

HOUR DETAIL - Jacobs Aaron/SR 240 Interchange

703376

Jacobs

Jacobs

WORK BREAKDOWN STRUCTURE		HOUR DETAIL													
Aaron/SR 240 Interchange		Jacobs													
xxx	City of Richland	Blended Labor Rates												Time:	3:04 PM
Original		\$101.24	\$62.53	\$64.71	\$53.04	\$47.02	\$35.50	\$62.97	\$36.62	\$49.78	\$45.65	\$56.27	Date:	12/02/20	
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm	Engr.	Engr.	Civil	Civil	Civil	Civil	Env.	CADD	Technical	Admin	Civil	TOTAL	% OF	
ELEMENT	WORK ELEMENT DESCRIPTION	PM IV	PM II	Engr. IV	Engr. III	Engr. II	Engr. I	Planner	IV	Editor	Staff I	Engr. V	HOURS	TOTAL	
.06	OPT PROJECT WEBSITE SUPPORT														
	.01 Project website/community outreach		2					32					34	2.8%	
	Subtotal	0	2	0	0	0	0	32	0	0	0	0	34	2.8%	
.07	INTERSECTION CONTROL EVALUATION														
	.01 Intersection Control Evaluation	8	1	32		60				2			103	8.6%	
	Subtotal	8	1	32	0	60	0	0	0	2	0	0	103	8.6%	
.08	ALTERNATIVE IDENTIFICATION AND ANALYSIS														
	.01 Previous Reports and Studies	4		8		8							20	1.7%	
	.02 Access Revision Report	4	1	60		100				6			171	14.2%	
	Subtotal	8	1	68	0	108	0	0	0	6	0	0	191	15.9%	
.09	ALTERNATIVE COMPARISON TABLE														
	.01 Evaluation of Alternatives and Recommend Alt.	4	4		8			40					56	4.7%	
	Subtotal	4	4	0	8	0	0	40	0	0	0	0	56	4.7%	
.10	OPT MULTIMODAL CONSIDERATIONS														
	.01 Multimodal Considerations	2	2		12					1			17	1.4%	
	.02 Context and Modal Accommodation Report	2	2		12					1			17	1.4%	
	Subtotal	4	4	0	24	0	0	0	0	2	0	0	34	2.8%	
.11	OPT BASIS OF DESIGN														
	.01 Practical Design Assessment		2		4		16		24			4	50	4.2%	
	.02 Basis of Design Document		1		24		8	8					41	3.4%	
	Subtotal	0	3	0	28	0	24	8	24	0	0	4	91	7.6%	
	SUBTOTAL	87	95	360	90	380	24	112	24	14	12	4	1,202	100.0%	
SUBTOTAL HOURS		87	95	360	90	380	24	112	24	14	12	4	1,202	100.0%	
% OF TOTAL HOURS		7.2%	7.9%	30.0%	7.5%	31.6%	2.0%	9.3%	2.0%	1.2%	1.0%	0.3%			
TOTAL HOURS		87	95	360	90	380	24	112	24	14	12	4	1,202	100.0%	
% OF TOTAL HOURS		7.2%	7.9%	30.0%	7.5%	31.6%	2.0%	9.3%	2.0%	1.2%	1.0%	0.3%			

COST DETAIL - Jacobs Aaron/SR 240 Interchange

703376

Jacobs

WORK BREAKDOWN STRUCTURE			COST DETAIL				
Aaron/SR 240 Interchange			Jacobs				
xxx	City of Richland		Date:	12/2/2020		Time:	3:05 PM
Original			DIRECT	99.41%	30.00%	OTHER	
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm		LABOR	INDIRECT	FIXED	DIRECT	TOTAL
ELEMENT	WORK ELEMENT DESCRIPTION		COSTS	COSTS	FEE	COSTS	COSTS
AA	PRELIMINARY ENGINEERING SUPPORT						
.01	PROJECT MANAGEMENT						
	.01	Plan the Work					
		Schedule Development	\$751.86	\$747.42	\$225.56	\$140.45	\$1,865.29
		Scope and Budget Management	\$500.24	\$497.29	\$150.07	\$0.00	\$1,147.60
		Schedule Management	\$312.65	\$310.81	\$93.80	\$561.80	\$1,279.05
		Monthly Progress Reporting and Invoicing	\$2,185.50	\$2,172.61	\$655.65	\$421.35	\$5,435.11
		Project Management Team Meetings	\$375.18	\$372.97	\$112.55	\$0.00	\$860.70
		Project Team Meetings	\$4,133.88	\$4,109.49	\$1,240.16	\$0.00	\$9,483.53
		Subconsultant Management	\$500.24	\$497.29	\$150.07	\$0.00	\$1,147.60
		Quality Assurance	\$500.24	\$497.29	\$150.07	\$0.00	\$1,147.60
		Subtotal	\$9,259.79	\$9,205.16	\$2,777.94	\$1,123.60	\$22,366.48
.02	ASSEMBLE SUPPORT TEAM						
	.01	Technical Team	\$4,250.40	\$4,225.32	\$1,275.12	\$0.00	\$9,750.84
		Subtotal	\$4,250.40	\$4,225.32	\$1,275.12	\$0.00	\$9,750.84
.03	PURPOSE AND NEED STATEMENT						
	.01	Development of Purpose and Need Statement	\$882.64	\$877.43	\$264.79	\$0.00	\$2,024.86
		Subtotal	\$882.64	\$877.43	\$264.79	\$0.00	\$2,024.86
.04	DEVELOP METHODS AND ASSUMPTIONS MEMO						
	.01	Methods and Assumptions Memorandum	\$2,078.13	\$2,065.87	\$623.44	\$0.00	\$4,767.44
		Subtotal	\$2,078.13	\$2,065.87	\$623.44	\$0.00	\$4,767.44
.05	TRAFFIC MODELLING AND OPER. ANALYSIS (PM)						
	.01	Data Collection and Existing Model Calibration	\$3,636.32	\$3,614.87	\$1,090.90	\$0.00	\$8,342.08
	.02	Travel Demand Modeling	\$4,827.60	\$4,799.12	\$1,448.28	\$0.00	\$11,075.00
	.03	Future Year Traffic Operations Analysis	\$5,626.48	\$5,593.28	\$1,687.94	\$0.00	\$12,907.71
	.04	Safety Analysis	\$4,639.52	\$4,612.15	\$1,391.86	\$0.00	\$10,643.52
		Subtotal	\$18,729.92	\$18,619.41	\$5,618.98	\$0.00	\$42,968.31
.05	OPT	TRAFFIC MODELLING AND OPER. ANALYSIS (AM)					
	.05	Data Collection and Existing Model Calibration	\$2,178.24	\$2,165.39	\$653.47	\$0.00	\$4,997.10
	.05	Travel Demand Modeling	\$2,319.76	\$2,306.07	\$695.93	\$0.00	\$5,321.76
	.05	Future Year Traffic Operations Analysis	\$2,827.64	\$2,810.96	\$848.29	\$0.00	\$6,486.89
		Subtotal	\$7,325.64	\$7,282.42	\$2,197.69	\$0.00	\$16,805.75

COST DETAIL - Jacobs

Aaron/SR 240 Interchange

703376

Jacobs

WORK BREAKDOWN STRUCTURE			COST DETAIL				
Aaron/SR 240 Interchange			Jacobs				
xxx	City of Richland		Date: 12/2/2020			Time: 3:05 PM	
Original			DIRECT	99.41%	30.00%	OTHER	
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm		LABOR	INDIRECT	FIXED	DIRECT	TOTAL
ELEMENT	WORK ELEMENT DESCRIPTION		COSTS	COSTS	FEE	COSTS	COSTS
.06	OPT	PROJECT WEBSITE SUPPORT					
	.01	Project website/community outreach	\$2,140.10	\$2,127.47	\$642.03	\$6,134.80	\$11,044.40
		Subtotal	\$2,140.10	\$2,127.47	\$642.03	\$6,134.80	\$11,044.40
.07		INTERSECTION CONTROL EVALUATION					
	.01	Intersection Control Evaluation	\$5,863.93	\$5,829.33	\$1,759.18	\$0.00	\$13,452.44
		Subtotal	\$5,863.93	\$5,829.33	\$1,759.18	\$0.00	\$13,452.44
.08		ALTERNATIVE IDENTIFICATION AND ANALYSIS					
	.01	Previous Reports and Studies	\$1,298.80	\$1,291.14	\$389.64	\$0.00	\$2,979.58
	.02	Access Revision Report	\$9,350.77	\$9,295.60	\$2,805.23	\$0.00	\$21,451.60
		Subtotal	\$10,649.57	\$10,586.74	\$3,194.87	\$0.00	\$24,431.18
.09		ALTERNATIVE COMPARISON TABLE					
	.01	Evaluation of Alternatives and Recommend Alt.	\$3,598.20	\$3,576.97	\$1,079.46	\$0.00	\$8,254.63
		Subtotal	\$3,598.20	\$3,576.97	\$1,079.46	\$0.00	\$8,254.63
.10	OPT	MULTIMODAL CONSIDERATIONS					
	.01	Multimodal Considerations	\$1,013.80	\$1,007.82	\$304.14	\$0.00	\$2,325.76
	.02	Context and Modal Accommodation Report	\$1,013.80	\$1,007.82	\$304.14	\$0.00	\$2,325.76
		Subtotal	\$2,027.60	\$2,015.64	\$608.28	\$0.00	\$4,651.52
.11	OPT	BASIS OF DESIGN					
	.01	Practical Design Assessment	\$2,009.18	\$1,997.33	\$602.75	\$0.00	\$4,609.26
	.02	Basis of Design Document	\$2,123.25	\$2,110.72	\$636.98	\$0.00	\$4,870.95
		Subtotal	\$4,132.43	\$4,108.05	\$1,239.73	\$0.00	\$9,480.21
		SUBTOTAL	\$70,938.35	\$70,519.81	\$21,281.51	\$7,258.40	\$169,998.07
SUBTOTAL			\$70,938.35	\$70,519.81	\$21,281.51	\$7,258.40	\$169,998.07
% OF TOTAL HOURS			41.7%	41.5%	12.5%	4.3%	100.0%
TOTAL			\$70,938.35	\$70,519.81	\$21,281.51	\$7,258.40	\$169,998.07
% OF TOTAL HOURS			41.7%	41.5%	12.5%	4.3%	100.0%

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See attached PRR Sub-consultant Cost Computation spreadsheet.

Draft

Agreement Number: <TBD>

CONSULTANT FEE DETERMINATION - PRR

Aaron/SR 240 Interchange

CONSULTANT FEE DETERMINATION						
PRR						
Aaron/SR 240 Interchange			2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm			
xxx			Date:	12/02/20	Time:	3:08 PM
Original			703376			
DIRECT LABOR COSTS (DLC)						
Class	Role	Hours	2021	Rate/Hr.	DLC	
E7	Sr. Consultant	24		\$46.30	\$1,111.20	
E7	Sr. Consultant	0		\$56.65	\$0.00	
EM	Consultant II	0		\$35.66	\$0.00	
AD	Associate Director	0		\$59.42	\$0.00	
SE	Consultant II	34		\$31.94	\$1,085.96	
E2	Senior Consultant	2		\$54.47	\$108.94	
SD	Senior Director	1		\$86.65	\$86.65	
E7	Sr. Consultant	0		\$46.35	\$0.00	
CS 1	Consultant I	0		\$29.72	\$0.00	
T3	Consultant II	0		\$0.00	\$0.00	
OA	Consultant II	0		\$0.00	\$0.00	
Subtotal: Hours		61	Subtotal: Direct Labor Costs		\$2,392.75	
Salary Escalation for the Year(s)		2022	THRU	2022	\$0.00	
Total: Direct Labor Costs (DLC)						\$2,392.75
Indirect Costs (IC)		DLC x	175.35%		\$4,195.69	
Fixed Professional Fee		DLC x	28.00%		\$669.97	
SUBTOTAL: DIRECT LABOR COST, INDIRECT COSTS, FIXED PROFESSIONSAL FEE						\$7,258.41
OTHER DIRECT COSTS						
Category	Quantity	Units		Rate	Units	Cost
Computers		Hours	@		/hour	\$0.00
Reproduction and Printing		Copies	@		/copy	\$0.00
Field Equipment Rental		Weeks	@		/each	\$0.00
Auto Mileage		Miles	@		/miles	\$0.00
Meals/Lodging		Day	@		/day	\$0.00
Overnight Delivery/Postal Courier Service			@			\$0.00
Other			@			\$0.00
General Expenses	1		@	\$0.00		\$0.00
			@			\$0.00
			@			\$0.00
			@			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
SUBTOTAL: OTHER DIRECT COSTS						\$0.00
PRR		TOTAL AGREEMENT				
Overhead	175.11%	PRR				\$7,258.41
Fac. Cost of Capital	0.240%					
Total OH + FCCM	175.35%					
Fixed Fee	28.00%					
TOTAL AGREEMENT						\$7,258.41

HOUR DETAIL - PRR Aaron/SR 240 Interchange

703376

PRR (a)

PRR

WORK BREAKDOWN STRUCTURE			HOUR DETAIL												
Aaron/SR 240 Interchange			PRR												
xxx	City of Richland		Blended Labor Rates											Time:	3:10 PM
Original			\$46.30	\$56.65	\$35.66	\$59.42	\$31.94	\$54.47	\$86.65	\$46.35	\$29.72	\$0.00	\$0.00	Date:	12/02/20
WORK ELEMENT	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm		Sr.	Sr.	Consultan	Associate	Consultan	Senior	Senior	Sr.	Consultan	Consultan	Consultan	TOTAL	% OF
	WORK ELEMENT DESCRIPTION		Consultan	Consultan	II	Director	II	Consultan	Director	Consultan	I	II	II	HOURS	TOTAL
AA															
PRELIMINARY ENGINEERING SUPPORT															
.01															
	.01	Plan the Work												0	0.0%
		Schedule Development	1											1	1.6%
		Scope and Budget Management												0	0.0%
		Schedule Management	4											4	6.6%
		Monthly Progress Reporting and Invoicing	3											3	4.9%
		Project Management Team Meetings												0	0.0%
		Project Team Meetings												0	0.0%
		Subconsultant Management												0	0.0%
		Quality Assurance												0	0.0%
		Subtotal	8	0	0	0	0	0	0	0	0	0	0	0	8
.02															
ASSEMBLE SUPPORT TEAM															
	.01	Technical Team												0	0.0%
		Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.03															
PURPOSE AND NEED STATEMENT															
	.01	Development of Purpose and Need Statement												0	0.0%
		Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.04															
DEVELOP METHODS AND ASSUMPTIONS MEMO															
	.01	Methods and Assumptions Memorandum												0	0.0%
		Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.05															
TRAFFIC MODELLING AND OPER. ANALYSIS (PM)															
	.01	Data Collection and Existing Model Calibration												0	0.0%
		Travel Demand Modeling												0	0.0%
		Future Year Traffic Operations Analysis												0	0.0%
		Safety Analysis												0	0.0%
		Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.05 OPT															
TRAFFIC MODELLING AND OPER. ANALYSIS (AM)															
	.05	Data Collection and Existing Model Calibration												0	0.0%
		Travel Demand Modeling												0	0.0%
		Future Year Traffic Operations Analysis												0	0.0%
		Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%

HOUR DETAIL - PRR Aaron/SR 240 Interchange

703376

PRR (a)

PRR

WORK BREAKDOWN STRUCTURE		HOUR DETAIL												
Aaron/SR 240 Interchange		PRR												
xxx	City of Richland	Blended Labor Rates											Time:	3:10 PM
Original		\$46.30	\$56.65	\$35.66	\$59.42	\$31.94	\$54.47	\$86.65	\$46.35	\$29.72	\$0.00	\$0.00	Date:	12/02/20
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm	Sr.	Sr.	Consultan	Associate	Consultan	Senior	Senior	Sr.	Consultan	Consultan	Consultan	TOTAL	% OF
ELEMENT	WORK ELEMENT DESCRIPTION	Consultan	Consultan	II	Director	II	Consultan	Director	Consultan	I	II	II	HOURS	TOTAL
.06	OPT PROJECT WEBSITE SUPPORT													
	.01 Project website/community outreach	16				34	2	1					53	86.9%
	Subtotal	16	0	0	0	34	2	1	0	0	0	0	53	86.9%
.07	INTERSECTION CONTROL EVALUATION													
	.01 Intersection Control Evaluation												0	0.0%
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.08	ALTERNATIVE IDENTIFICATION AND ANALYSIS													
	.01 Previous Reports and Studies												0	0.0%
	.02 Access Revision Report												0	0.0%
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.09	ALTERNATIVE COMPARISON TABLE													
	.01 Evaluation of Alternatives and Recommend Alt.												0	0.0%
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.10	OPT MULTIMODAL CONSIDERATIONS													
	.01 Multimodal Considerations												0	0.0%
	.02 Context and Modal Accommodation Report												0	0.0%
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
.11	OPT BASIS OF DESIGN													
	.01 Practical Design Assessment												0	0.0%
	.02 Basis of Design Document												0	0.0%
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
	SUBTOTAL	24	0	0	0	34	2	1	0	0	0	0	61	100.0%
SUBTOTAL HOURS		24	0	0	0	34	2	1	0	0	0	0	61	100.0%
% OF TOTAL HOURS		39.3%	0.0%	0.0%	0.0%	55.7%	3.3%	1.6%	0.0%	0.0%	0.0%	0.0%		
TOTAL HOURS		24	0	0	0	34	2	1	0	0	0	0	61	100.0%
% OF TOTAL HOURS		39.3%	0.0%	0.0%	0.0%	55.7%	3.3%	1.6%	0.0%	0.0%	0.0%	0.0%		

COST DETAIL - PRR

Aaron/SR 240 Interchange

703376

PRR (a)

WORK BREAKDOWN STRUCTURE			COST DETAIL				
Aaron/SR 240 Interchange			PRR				
xxx	City of Richland		Date: 12/2/2020			Time: 3:11 PM	
Original			DIRECT	175.35%	28.00%	OTHER	
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm		LABOR	INDIRECT	FIXED	DIRECT	TOTAL
ELEMENT	WORK ELEMENT DESCRIPTION		COSTS	COSTS	FEE	COSTS	COSTS
AA	PRELIMINARY ENGINEERING SUPPORT						
.01	PROJECT MANAGEMENT						
	.01	Plan the Work	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Schedule Development	\$46.30	\$81.19	\$12.96	\$0.00	\$140.45
		Scope and Budget Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Schedule Management	\$185.20	\$324.75	\$51.86	\$0.00	\$561.80
		Monthly Progress Reporting and Invoicing	\$138.90	\$243.56	\$38.89	\$0.00	\$421.35
		Project Management Team Meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Project Team Meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subconsultant Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Quality Assurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$370.40	\$649.50	\$103.71	\$0.00	\$1,123.61
.02	ASSEMBLE SUPPORT TEAM						
	.01	Technical Team	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.03	PURPOSE AND NEED STATEMENT						
	.01	Development of Purpose and Need Statement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.04	DEVELOP METHODS AND ASSUMPTIONS MEMO						
	.01	Methods and Assumptions Memorandum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.05	TRAFFIC MODELLING AND OPER. ANALYSIS (PM)						
	.01	Data Collection and Existing Model Calibration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.02	Travel Demand Modeling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.03	Future Year Traffic Operations Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.04	Safety Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.05 OPT	TRAFFIC MODELLING AND OPER. ANALYSIS (AM)						
	.05	Data Collection and Existing Model Calibration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.05	Travel Demand Modeling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.05	Future Year Traffic Operations Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

COST DETAIL - PRR

Aaron/SR 240 Interchange

703376

PRR (a)

WORK BREAKDOWN STRUCTURE			COST DETAIL				
Aaron/SR 240 Interchange			PRR				
xxx	City of Richland		Date: 12/2/2020		Time: 3:11 PM		
Original			DIRECT	175.35%	28.00%	OTHER	
WORK	2020-12-2_Aaron_Interchange_Supp000_rev01.xlsm		LABOR	INDIRECT	FIXED	DIRECT	TOTAL
ELEMENT	WORK ELEMENT DESCRIPTION		COSTS	COSTS	FEE	COSTS	COSTS
.06	OPT	PROJECT WEBSITE SUPPORT					
	.01	Project website/community outreach	\$2,022.35	\$3,546.19	\$566.26	\$0.00	\$6,134.80
		Subtotal	\$2,022.35	\$3,546.19	\$566.26	\$0.00	\$6,134.80
.07		INTERSECTION CONTROL EVALUATION					
	.01	Intersection Control Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.08		ALTERNATIVE IDENTIFICATION AND ANALYSIS					
	.01	Previous Reports and Studies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.02	Access Revision Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.09		ALTERNATIVE COMPARISON TABLE					
	.01	Evaluation of Alternatives and Recommend Alt.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.10	OPT	MULTIMODAL CONSIDERATIONS					
	.01	Multimodal Considerations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.02	Context and Modal Accommodation Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.11	OPT	BASIS OF DESIGN					
	.01	Practical Design Assessment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	.02	Basis of Design Document	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		SUBTOTAL	\$2,392.75	\$4,195.69	\$669.97	\$0.00	\$7,258.41
SUBTOTAL			\$2,392.75	\$4,195.69	\$669.97	\$0.00	\$7,258.41
% OF TOTAL HOURS			33.0%	57.8%	9.2%	0.0%	100.0%
TOTAL			\$2,392.75	\$4,195.69	\$669.97	\$0.00	\$7,258.41
% OF TOTAL HOURS			33.0%	57.8%	9.2%	0.0%	100.0%

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: <TBD>

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Richland Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Draft

Agreement Number: <TBD>

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Jacobs Engineering Group, Inc.
whose address is
32 N. 3rd St. Ste. 320, Yakima, WA 98901
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Richland
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Richland Official

I hereby certify that I am the:

- ☐ City of Richland Public Works Executive Director
- ☐ Other

of the City of Richland, and Jacobs Engineering Group, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Richland and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: <TBD>

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: <TBD>

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: <TBD>

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ20-0075 ^{*} are accurate, complete, and current as of 09/14/2020 ^{**}.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Jacobs Engineering Group, Inc.

Signature

Title

Date of Execution***: <TBD>

^{*}Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
^{**}Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
^{***}Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: <TBD>

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: <TBD>

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: <TBD>

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Draft

Agreement Number: <TBD>

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: <TBD>

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: <TBD>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 167-20, Approving a Second Amendment to Contract No. 221-19 with Shannon & Wilson, Inc. for Wetland Mitigation Monitoring

Department:

Development Services

Ordinance/Resolution Number:

167-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 167-20, authorizing the City Manager to sign and execute a Second Amendment to Contract No. 221-19 with Shannon & Wilson, Inc.

Summary:

Shannon & Wilson has been completing the annual mitigation monitoring work for the wetlands in the Horn Rapids area for several years under Richland Contract No. 221-19. This contract amendment covers work required by the Department of Ecology for 2021, and is a planned expense in the approved 2021 Budget.

Fiscal Impact:

Anticipated cost of 2021 monitoring is \$37,579.20. This expense is included in the approved 2021 Budget.

Attachments:

1. Resolution No. 167-20
2. Draft Second Amendment to Contract No. 221-19

RESOLUTION NO. 167-20

A RESOLUTION of the City of Richland authorizing a Second Amendment to Contract No. 221-19 with Shannon & Wilson, Inc. for wetland mitigation monitoring and reporting in Horn Rapids.

WHEREAS, there is now in full force and effect between the City of Richland and Shannon & Wilson, Inc. an agreement for wetland mitigation monitoring and reporting in Horn Rapids (See Richland Contract No. 221-19); and

WHEREAS, the City is required to provide continued monitoring and reporting pursuant to Washington Department of Ecology Administrative Order Nos. 10664 and 14070; and

WHEREAS, the City's best interests are served by extending the term of the existing agreement with Shannon & Wilson, Inc. for continued monitoring and reporting associated with wetland mitigation in Horn Rapids as required by the Department of Ecology.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Second Amendment to Contract No. 221-19 between the City of Richland and Shannon & Wilson, Inc. as specified therein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH SHANNON & WILSON, INC
CONTRACT NO. 221-19**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 221-19, related to **wetland mitigation monitoring**. The Agreement was fully executed on **7/18/2019**. The expiration date of the Agreement is **12/31/2020**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 221-19 as follows:

1. The Consultant shall provide services described in the attached **scope of work**, which is hereby incorporated into Contract No. 221-19.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$37,579.20. The new contract value is now \$109,610.80.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **12/31/2021**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

Shannon & Wilson, Inc.

By: _____
Cynthia D. Reents, City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney

SCOPE OF SERVICES

This scope of services, prepared November 24, 2020, will address monitoring of the Logan Road Project's mitigation site in the Horn Rapids Industrial Park area. Shannon & Wilson (CONSULTANT) will complete spring hydrology and late summer vegetation monitoring visits at the Logan Road Project mitigation site as required by Washington Department of Ecology (Ecology) Administrative Order No. 14070 and City of Richland code at the time of mitigation plan approval.

The following activities are included in this scope of work:

Task 1 - General Communication/Coordination

- CONSULTANT will be in regular communication with City of Richland Economic Development Office (CLIENT) to discuss CLIENT or CONSULTANT observations throughout 2021.
- CONSULTANT will coordinate with Ecology as needed during monitoring and reporting activities.

Task 2 - Spring Hydrology Monitoring Visits (April/May 2021)

- CONSULTANT will measure depth to saturation and the water table once a week over a 6-week period in the early growing season. Measurements will be taken in the mitigation wetland (six locations consistent with past monitoring) and in pre-existing Wetlands A (one location) and B (three locations) located west and northwest, respectively, of the mitigation site.
- CONSULTANT will prepare a letter that summarizes wetland hydrology findings (pond depth, and depth to saturation and water table) collected in the early growing season to assess whether the planned wetland creation area is anticipated to meet wetland development objectives and if hydrology is present in adjacent pre-existing wetlands. If observed saturation indicators suggest that wetland development in the mitigation area may not be progressing as planned, additional recommendations may be made to address hydrology. Updated figures will be included. The letter will be provided as an electronic PDF.
- CONSULTANT assumes that CLIENT will submit the letter, after CLIENT review, to the City's Planning Department. CONSULTANT will submit the report to Ecology (electronically and one hard copy). CONSULTANT will assist CLIENT in responding to one round of Ecology comments. This scope does not include the level

of in-depth research, analysis and supplemental field work that was conducted in 2020 to respond to Ecology's review of the adjacent wetland hydrology findings.

Task 3 – Irrigation Season Hydrology Monitoring Visits

NOTE: This task will only be completed if required by Ecology.

- Based on anticipated Ecology requirements, CONSULTANT will also measure depth to saturation and the water table once a week over a 6-week period following commencement of regional irrigation. Measurements will be taken in pre-existing Wetlands A (one location) and B (three locations) located west and northwest, respectively, of the mitigation site.
- CONSULTANT will prepare a letter that summarizes wetland hydrology findings collected during the irrigation season to assess hydrology in the adjacent pre-existing wetlands. Updated figures will be included. The letter will be provided as an electronic PDF.
- CONSULTANT assumes that CLIENT will submit the letter, after CLIENT review, to the City's Planning Department. CONSULTANT will submit the report to Ecology (electronically and one hard copy). CONSULTANT will assist CLIENT in responding to one round of Ecology comments. This scope does not include the level of in-depth research, analysis and supplemental field work that was conducted in 2020 to respond to Ecology's review of the adjacent wetland hydrology findings.

Task 4 - Fall Monitoring Visit (August/September 2021)

- CONSULTANT will conduct a monitoring visit in August or early September to complete a formal assessment of site performance as required in the approved mitigation plan, Section 7 of the As-Built Report (Shannon & Wilson, March 2019), and the Year 2 Fall Monitoring Report (Shannon & Wilson, December 2020). Data about native and invasive vegetation will be collected in the established quadrats and transects, and photos will be taken from the established photo points.
- CONSULTANT will prepare a report that outlines observed maintenance needs (weeding, irrigation system repair, mulching, etc.), and documents the results of the plant survival and plant cover assessments. Observations of plant vigor, wildlife use, invasive or noxious weed establishment, existing or potential ecological function degradation, and hydrology will also be documented. Two data pits will be recorded in the created wetland area to document development of hydric soils. The draft and final reports will be provided to the City as an electronic PDF.

- CONSULTANT assumes that CLIENT will submit the report, after CLIENT review, to the City's Planning Department. CONSULTANT will submit the report to Ecology (electronically and one bound copy). CONSULTANT will assist CLIENT in responding to one round of Ecology comments.

DRAFT

COST ESTIMATE

Contract # ___ - ___ : 2021 Monitoring of Logan Road Project Mitigation Site

	Unit Price	Quantity	Estimated Cost	Extended Total
TASK 1 - LOGAN/HAGEN ROAD EXTENSION				
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$255.00	1	\$255.00	
Wetland Professional, per hour	\$190.00	16	\$3,040.00	
Subtotal				\$3,295.00
Task 2 Spring Hydrology Monitoring and Letter				
Natural Resource Manager/Vice President	\$255.00	4	\$1,020.00	
Wetland Professional, per hour	\$190.00	12	\$2,280.00	
Envt engineer (hydrology assessment)	\$130.00	24	\$3,120.00	
Word Processing	\$115.00	2	\$230.00	
Mileage	\$0.58	60	\$34.80	
Subtotal				\$6,684.80
Task 3 Irrigation Season Hydrology Monitoring and Letter (if required by Ecology)				
Natural Resource Manager/Vice President	\$255.00	4	\$1,020.00	
Wetland Professional, per hour	\$190.00	12	\$2,280.00	
Envt engineer (hydrology assessment)	\$130.00	24	\$3,120.00	
Word Processing	\$115.00	2	\$230.00	
Mileage	\$0.58	60	\$34.80	
Subtotal				\$6,684.80
Task 4 Fall Visit and Report				
Natural Resource Manager/Vice President	\$255.00	3	\$765.00	
Wetland Professional, per hour	\$190.00	24	\$4,560.00	
Wetland Professional, per hour	\$130.00	44	\$5,720.00	
Word Processing	\$115.00	3	\$345.00	
Airfare	\$400.00	1	\$400.00	
Airport parking	\$30.00	2	\$60.00	
Car rental	\$75.00	1	\$75.00	
GPS	\$100.00	1	\$100.00	
Hotel	\$130.00	1	\$130.00	
Meal	\$45.00	2	\$90.00	
Mileage	\$0.58	60	\$34.80	
Subtotal				\$12,279.80

Note: Travel expenses are shared with the Logston proposal. Both projects must be authorized or these costs will need to be increased.

GRAND TOTAL	\$28,944.40
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SCOPE OF SERVICES

This scope of services, prepared November 24, 2020, will address monitoring of the Rail Loop Project's mitigation site in the Horn Rapids Industrial Park area. Shannon & Wilson (CONSULTANT) will complete a late summer 2021 monitoring visit at the Rail Loop Project mitigation site as required by Washington Department of Ecology (Ecology) Administrative Order No. 10664 and City of Richland code at the time of mitigation plan approval.

The following activities are included in this scope of work:

Task 1: General Communication/Coordination

- CONSULTANT will be in regular communication with City of Richland Economic Development Office (CLIENT) to discuss CLIENT or CONSULTANT observations in 2021.
- CONSULTANT will coordinate with Ecology as needed during monitoring and reporting activity.

Task 2: Fall Monitoring Visit (August/September 2021)

- CONSULTANT will conduct a monitoring visit in August or early September to complete a formal assessment of site performance as required in the approved mitigation plan. Woody vegetation will be counted, and percent cover of herbaceous and woody vegetation will be quantified using quadrats (in the emergent wetland area) and line intercept method (in the woody areas) along the permanent transect points. Photos will be taken from the established photo points.
- CONSULTANT will prepare a report that outlines observed maintenance needs (weeding, irrigation system repair, mulching, etc.), and documents the results of the plant survival and plant cover assessments. Observations of plant vigor, wildlife use, invasive or noxious weed establishment, and existing or potential ecological function degradation will also be documented. Two data pits will be recorded in the created wetland areas to document development of hydric soils. The draft and final reports will be provided to the City as an electronic PDF.
- CONSULTANT assumes that CLIENT will submit the report, after CLIENT review, to the City's Planning Department. CONSULTANT will submit the report to Ecology (electronically and one bound copy). CONSULTANT will assist CLIENT in responding to one round of Ecology comments.

COST ESTIMATE

Contract # ___ - ___ : 2021 Monitoring of Rail Loop Project Mitigation Site

	Unit Price	Quantity	Estimated Cost	Extended Total
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$255.00	1	\$255.00	
Wetland Professional, per hour	\$190.00	6	\$1,140.00	
Subtotal				\$1,395.00
Task 2 Fall Visit and Report				
Natural Resource Manager/Vice President	\$255.00	3	\$765.00	
Wetland Professional, per hour	\$190.00	12	\$2,280.00	
Wetland Professional, per hour	\$130.00	24	\$3,120.00	
Word Processing	\$115.00	3	\$345.00	
Airfare	\$400.00	1	\$400.00	
Airport parking	\$30.00	2	\$60.00	
Car rental	\$75.00	1	\$75.00	
Hotel	\$130.00	1	\$130.00	
Meal	\$15.00	2	\$30.00	
Mileage	\$0.58	60	\$34.80	
Subtotal				\$7,239.80

Note: Travel expenses are shared with the Logan/Hagen proposal. Both projects must be authorized or these costs will need to be increased.

GRAND TOTAL	\$8,634.80
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 169-20, Authorizing a Facility Use Agreement with American Cruise Lines, Inc. for Priority Docking Rights

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

169-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 169-20, authorizing the City Manager to sign and execute a facility use agreement with American Cruise Lines, Inc. for priority docking rights at the Lee Boulevard Dock.

Summary:

The City of Richland constructed the Lee Boulevard Dock in 2002 as an economic development project to attract river cruise operators to Richland. American Cruise Lines, Inc. ("ACL") is a current user of the Lee Boulevard Dock, and currently operates three (3) cruise boats on the Columbia River with plans to add a fourth boat in 2021, and a fifth boat in 2022. Discussions are underway with ACL to plan and construct a future commercial dock in Columbia Point for ACL's benefit and at its expense. The proposed facility use agreement for ACL's priority use of the Lee Boulevard Dock would be replaced with the use of a new dock in Columbia Point when complete.

Other cruise operators and the public are welcome to continue to use the Lee Boulevard Dock when it is not scheduled for an ACL vessel. Docking arrangements will be handled by ACL to prevent conflicts in scheduling and ACL's priority.

Staff recommends adoption of Resolution No. 169-20.

Fiscal Impact:

ACL will pay the City \$45,000 plus Washington State Leasehold Excise Tax (LET) annually for priority docking privileges at the Lee Boulevard Dock.

Attachments:

1. Resolution No. 169-20
2. Proposed Facility Use Agreement with American Cruise Lines, Inc.

RESOLUTION NO. 169-20

A RESOLUTION of the City of Richland authorizing a facility use agreement with American Cruise Lines, Inc. for priority docking rights at the Lee Boulevard Dock.

WHEREAS, the City of Richland constructed the Lee Boulevard Dock in 2002 as an economic development project to attract river cruise operators to Richland; and

WHEREAS, American Cruise Lines, Inc., a current user of the Lee Boulevard Dock, operates three (3) cruise boats on the Columbia River with plans to add one boat in 2021, and one boat in 2022, for a total of five (5) cruise boats; and

WHEREAS, discussions are underway with American Cruise Lines, Inc. to plan and construct a new commercial tour dock in Columbia Point for American Cruise Line's benefit and at its expense; and

WHEREAS, the proposed facility use agreement will provide priority docking rights to American Cruise Lines, Inc. as an interim measure while a new facility is under development; and

WHEREAS, other cruise operators and the public are welcome to continue to use the Lee Boulevard Dock when it is not scheduled for an American Cruise Lines vessel. Docking arrangements will be handled by American Cruise Lines, Inc. to prevent conflicts in scheduling and American Cruise Line's priority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a facility use agreement with American Cruise Lines, Inc. for priority docking rights at the Lee Boulevard Dock.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



CITY OF RICHLAND FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement"), entered into this ____ day of November, 2020, by and between the City of Richland, a Washington municipal corporation located at 625 Swift Ave., Richland, Washington ("City"), and American Cruise Lines, Inc., a Delaware for-profit corporation authorized to do business in Washington ("User"). City and User are referred to collectively herein as the "Parties."

I. Recitals

WHEREAS, the City of Richland and American Cruise Lines, Inc. desire to construct a new commercial dock in the vicinity of Tract D, Columbia Point; and

WHEREAS, design, permitting and construction of a new dock will take significant time; and

WHEREAS, a facility use agreement pertaining to the use of the Lee Boulevard Dock as an interim moorage location for User's vessels will benefit each Party.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. Agreement

1. **Term**. User is hereby granted an unlimited priority right to intermittently use and occupy the existing Lee Boulevard Dock (the "Premises") for a period of five (5) years commencing January 1, 2021 (the "Commencement Date") for the purposes identified in Section 2 of this Agreement.

- a. *Term Extension*. User shall have the option, exercised by delivering timely written notice to City as described herein, to extend the term of this Agreement for up to two (2) additional terms of five (5) years each, on the terms and conditions contained herein, except for Rent which shall be determined as provided in Section 5 below.

- b. *Notice to Extend Term.* User's notice to exercise the option to extend the Term of this Agreement is timely only if delivered to City no earlier than one (1) year prior to the end of the current 5-year term, and no later than ninety (90) days prior to the end of the current 5-year term.
- c. *"Term" Defined.* The initial 5-year term of this Agreement and any additional 5-year term(s) are together the "Term" of this Agreement.

2. **Permitted Use of Premises.** For the Term of the Agreement, User is hereby granted an unlimited priority right to moor and dock vessels owned and/or operated by User ("User's Vessels") at the Premises. "Moor and dock" includes, but is not limited to loading and unloading passengers, performing vessel supply and maintenance activities, and engaging in related ancillary activities necessary for the operation of a river cruise ship docking in a port of call.

- a. *Definition of the Premises.* "Premises" includes fixed pier, pilings, gangway, both outboard side and inboard side of the dock and gangway landing points, and access to the navigable channel for the safe operation of a cruise ship up to 400 feet in length. Also included is the non-exclusive use of all common or shared areas between Amon Park Drive and the Columbia River, including without limitation vehicular parking areas, drop-off areas and turnarounds suitable for staging tour buses and vehicles consistent with the operation and maintenance of a river cruise ship in the area shown on **Attachment A** (the "Premises").
- b. *Third-Party Scheduling Obligations.* As a condition of this Agreement, User is obligated to schedule, on behalf of the City of Richland, all third-party vessel mooring and docking requests for use of the Premise not in conflict with User's established priority schedule. No later than January 15th of each year of this Agreement, User will establish a schedule consisting of its own dock reservations for the following twelve (12) months. Once established, User will then accept reservations from other commercial operators and recreational users, at no expense to such operators, for the same 12-month period. User shall not withhold any dock reservation from another commercial operator or recreational user unless one of User's Vessels is scheduled to be at the Premises; provided, however, that User may modify scheduled dockings to prioritize User's Vessels only in a force majeure event. Force majeure events are defined as provided in Section 16.
- c. *U.S. Army Master Lease.* City leases from the United States Department of the Army certain real property located on the McNary Lock and Dam project for park and recreational purposes under Lease No. W912EF-1-04-14, dated March 26, 2004 (hereinafter "Master Lease"). City's Master Lease Includes a portion of the Premises. This Agreement is granted subject to all of the conditions and requirements of City's Master Lease with the US Department of the Army. In case of any conflict between the Instruments, the Master Lease shall control over this Agreement. Further, this Agreement shall not be effective until the activities

contemplated herein have been approved by the US Department of the Army's District Engineer. By accepting this Agreement, User acknowledges that it has been provided a copy of the Master Lease and is familiar with the terms and conditions contained therein.

- d. *Responsibility During Use/Occupancy.* User assumes sole responsibility, and releases City from liability for the acts and conduct of User and its officers, directors, employees, agents, guests and invitees in, on, and around the Premises while used and/or occupied by User. User is solely responsible for its activities in, on, and around the Premises, including but not limited to the orderly boarding and un-boarding of passengers, baggage, and materials and supplies. User may temporarily cordon off the boarding area, place signs and decorations in the loading area, and otherwise use the boarding area so as to provide safe and efficient loading and unloading so long as the area is returned to its prior condition after boarding and un-boarding is completed, and subject to all roads, parking circulation and Riverfront Trail remaining open for public passage. User may also use the areas described on **Attachment A** at all times for passenger staging, installation of temporary signage, and vessel maintenance and provisioning.

3. Fees.

- a. *Facility Rent.* Effective January 1, 2021, User rents from City the priority right to moor and dock User's Vessels at a yearly rate of **Forty-Five Thousand Dollars And Zero Cents (\$45,000)** plus Washington State leasehold excise tax at the rate determined by the Washington Department of Revenue, which is currently 12.84%.
- b. *Annual Rent Increase.* On the anniversary date of the Commencement Date during the Term (each, an "Adjustment Date"), the annual rent will increase by the lesser of four percent (4%) or the percentage increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed based on CPI-U, Seattle-Tacoma-Bellevue, WA, October to October. In no event will this provision operate to decrease the rental fee. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it will be used.
- c. *Payment of Rent.* The total annual rent payment plus the annual Washington State leasehold excise tax shall be submitted to the Parks & Public Facilities Department, 625 Swift Blvd., MS-13, Richland, WA 99352. The annual payment shall be made prior to close of business on or before February 1st of each calendar year upon receipt of invoice from the City. If February 1st falls on a holiday, payment shall be due the next business day. A business day is any day on which the City of Richland is open to the public for business transactions.

4. **Damage Deposit.** User shall provide a damage deposit in the amount of **Ten Thousand Dollars and Zero Cents (\$10,000)**. The damage deposit shall be used by City to repair or otherwise remedy, in City's sole discretion, negligent or willful damage caused by User, including but not limited to damage to fixed pier, pilings, gangway, and/or both outboard side and inboard side of the dock or gangway landing points. User is not responsible to repair or remedy normal wear and tear. The damage deposit shall be submitted in full with the first year's rent due under Section 3, herein. If City uses any or all of the damage deposit during the term of this Agreement, User shall, within thirty (30) calendar days' written notice from City, remit to City additional damage deposit funds necessary to restore the damage deposit balance to **Ten Thousand Dollars and Zero Cents (\$10,000)**. The damage deposit, if not used, will be returned to User within forty-five (45) calendar days after expiration or termination of this Agreement.
5. **Responsibility for the Premises.** City shall make the Premises available in its existing condition. By using and occupying the Premises, User warrants that it has inspected the designated space and confirms it is acceptable for User's use, noting any existing defects or other objections at the time of taking possession. City shall memorialize any damage noted by User on a pre-possession inspection report. At all times while in User's possession, User shall maintain the Premises in a clean, orderly and inviting condition reasonably satisfactory to the City. Trash generated by User's operation will be collected and disposed of by User.
 - a. *Repairs.* User is responsible for all costs associated with any damage to the Premises resulting from the actions of User. If necessary, City shall utilize a vendor of City's selection to make necessary repairs to return the Premises to pre-use condition as noted in a pre-possession inspection report. The full cost of the repair plus 10% shall be deducted from User's damage deposit, with any remaining balance to be paid by User to City within thirty (30) days of receipt of an invoice from City. User is not liable for damage caused by any commercial operator or recreational user of the Premises.
6. **Water and Utility Service.** City agrees to maintain fresh water service in good working order for User's use at the Premises. City will make any necessary repairs or upgrades to the water services to keep them in good working order.
7. **No Sale or Lease of Property.** City will not sell or transfer all or any part of the Premises during the Term of this Agreement without the written consent of User.
8. **Right of Entry.** City may enter the Premises at any reasonable time for the purposes of inspecting the Premises or performing any work which City elects to undertake. In case of emergency, City may enter the Premises at any time without notice to User.
9. **Licenses, Permits & Taxes.** Before commencing the performance of any activity under this Agreement, User shall procure all necessary permits and licenses as may

be necessary, and shall at all times comply with all laws, ordinances, codes and regulations, as currently exist or hereafter placed into effect, promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement. All sales tax shall be remitted to the City.

10. Indemnification and Hold Harmless.

- a. *User's Indemnification.* User agrees to indemnify, defend and hold City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from City by reason or on account of damage to the property of the City, including environmental damage, injury to, or death of any person, arising from User's use and occupancy of City property, provided the City shall give User prompt and timely notice of any claim made or suit instituted which in any way affects User or its insurer, and User and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which User is liable hereunder shall be conclusive against User as to liability and amount.
- b. *City's Indemnification.* City agrees to indemnify, defend and hold User harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from User by reason or on account of damage to the property of the User, including environmental damage, injury to, or death of any person, arising from City's sole negligence, provided User shall give the City prompt and timely notice of any claim made or suit instituted which in any way affects the City or its insurer, and the City and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against User for any cause for which the City is liable hereunder shall be conclusive against the City as to liability and amount.

11. Disclaimer of Liability. At all times during the Term of this Agreement, User assumes sole responsibility for adequately securing User's property stored on or at the Premises. City assumes no responsibility or liability for providing adequate security or safekeeping of User's property while stored on or at the Premises. Further, City makes no representations, express or implied, related to the security of the Premises.

12. Consequential Damages. Under no circumstance shall City be liable for any consequential damages stemming from City's reasonable, good faith determination to temporarily or permanently close, during the Term of this Agreement, any City property implicated by this Agreement, including but not limited to Lee Boulevard Dock or any abutting City property. During any period of time any portion of the Premises are not usable by User, rent shall be abated pro rata based upon the number of dockings User was unable to use the Premises based on a 360-day year.

13. Limitations of Facility Use Agreement. This Agreement is limited to the Premises and related improvements existing as of the date of execution, and future authorized improvements allowed under Section 29 herein. The Parties acknowledge that this

Agreement shall not apply to any future improvements constructed on other City property by and on behalf of the City or any other entity. Priority use, preference for scheduling, and/or exclusive use of any such future improvement on City property requires negotiation of a new Facility Use Agreement or amendment of this Agreement between the Parties.

- 14. Force Majeure/Casualty.** If either Party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, casualty, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, war, equipment failure, river flooding, river dam and lock maintenance, drought or other reason of like nature not the fault of the Party in performing under this Agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay prevents User from using the Premises as referenced hereunder for a period of time which exceeds six (6) months, User shall have the option to terminate this Agreement upon written notice to City.

15. Business Operations.

- a. *Use of the City Name.* User agrees that it is not an agent for the City and will at no time hold itself out as acting on behalf of City or represent itself as owner of the Premises or any part thereof.
- b. *Advertising.* User may install temporary signage during its moorings consistent with the limitations of the Richland Sign Code and subject to approval by the Parks & Public Facilities Director, and may display signs, placards, or printed material within the Premises; provided, however, that no signs, placards, or other advertising matter of any kind shall be displayed that is inconsistent with User's permitted use hereunder or which, in the City's sole determination, jeopardizes the health, safety or general welfare of the community.

16. Insurance.

- a. *Insurance Term.* User shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with User's operation and use of the Premises.
- b. *No Limitation.* User maintenance of insurance as required by this Agreement shall not be construed to limit the liability of User to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Casualty Insurance.* User shall at its expense maintain the standard Marine Hull and Machinery Insurance to insure the Premises against any damage to the Premises by any User Vessel, and agrees to name the City as additional insured.

At User's expense, User's marine coverage also may insure User's personal property and trade fixtures located at or around the Premises.

- d. *Workers Compensation.* User shall, throughout the term of this Facility Use Agreement, at User's sole cost and expense, carry worker's compensation insurance applicable to its employees if and as required by law of the State of Washington.
- e. *Minimum Scope of Insurance.* User shall obtain insurance of the types and coverage described below:
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on User's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form 20 11 or a substitute endorsement providing at least as broad coverage.
 - ii. Property insurance shall be written on an all risk basis.
- f. *Minimum Amounts of Insurance.* User shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - ii. Property insurance shall be written covering the full value of User's property and improvements with no coinsurance provisions.
- g. *Other Insurance Provisions.* User's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of User's insurance and shall not contribute with it.
- h. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- i. *Verification of Coverage.* User shall furnish City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of User.
- j. *Waiver of Subrogation.* User and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

- k. *Notice of Cancellation.* User shall provide City with written notice of any policy cancellation within two (2) business days of its receipt of such notice.
- l. *Failure to Maintain Insurance.* Failure on the part of User to maintain the insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to User to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- m. *Full Availability of User's Limits.* If User maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by User, irrespective of whether such limits maintained by User are greater than those required by this Agreement, or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by User.

17. Termination.

- a. *Termination for Discontinued Use.* As of the date of this Agreement, User's use of the Premises is intended for operation and maintenance of a river cruise business. In the event User discontinues cruise ship operations by abandonment or change for a period in excess of 365 consecutive days (not including any period resulting from a force majeure event), or relocates out of the Lee Boulevard Dock, this Agreement shall automatically terminate and be of no further force and effect.
- b. *Termination for Breach.* In the event either Party breaches any of the covenants and conditions of this Agreement, and such breach continues for or is not cured within thirty (30) calendar days after the non-breaching Party has notified the breaching Party in writing of such breach (provided, however, that if the breach is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if the breaching Party begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 120 days after the non-breaching Party's notice is given to the breaching party), the non-breaching Party may, without further notice or demand, declare this Agreement terminated and revoked, without prejudice to or waiver of any other rights the non-breaching Party may have under this Agreement or applicable law.
- c. *Permitted Termination.* This Agreement may not be terminated by either party except as expressly allowed herein.
- d. *Regulations.* City shall not impose new regulations that would materially interfere with User's use and enjoyment of the Premises.

- 18. Notification.** Whenever either Party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other Party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland

Parks & Public Facilities Director
625 Swift Blvd., MS-13
Richland, Washington 99352
Phone: 509-942-7578
Email: jschiessl@ci.richland.wa.us

American Cruise Lines, Inc.

American Cruise Lines, Inc.
Attn: Marine Operations
741 Boston Post Road, Suite 200
Guilford, CT 06437
Phone: 203-453-6800
Email: docking@americancruiselines.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

- 19. Severability.** If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
- 20. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person concerning the Premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
- 21. Assignment/Successors.** User may not assign any rights under this Agreement without City's written consent. Any assignment made without City's consent is null and void, and does not relieve User of any liability or obligation hereunder.
- 22. Construction of Agreement; Governing Law; Attorney's Fees.** Each Party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The Parties agree that, should legal action be necessary to enforce any of the provisions of this Agreement, the substantially prevailing party will be awarded its reasonable attorney's fees and costs in action. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. User expressly agrees to submit to personal jurisdiction in Benton County, Washington.

23. No Partnership. User is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create a partnership or joint venture between the Parties hereto. Any assistants or other resources used by User are and shall be deemed the employees of User and in no manner employees of City.

24. Environmental Compliance and Hazardous Material.

a. Definitions: The following definitions apply to Section 24 of this Agreement:

“Hazardous Materials” as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

“Hazardous Substance” as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”) as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington’s Model Toxics Control Act (“MTCA”) as now existing or hereafter amended (RCW Ch. 70.105); or

Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

- b. *Use of Hazardous Substances.* User covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above City property, except in accordance with all applicable laws.
- c. *Environmental Compliance.* User shall, at User’s own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting City’s business, property, or any activity or condition on or about City’s property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on City property, soil and groundwater, storm water discharges, or the air in and around City property, as well as such rules as may be formulated by the City (“the Laws”). User warrants that its business and all activities to be conducted or performed in, on, or about City property shall comply with all the Laws. User agrees

to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.

User shall not cause or permit to occur any violation of the Laws on, under, or about City property, or arising from contractor's use or occupancy of City property, including, but not limited to, soil and water conditions.

User shall promptly notify City and provide all information regarding any activity of User related to Hazardous Materials on or about City property that is requested by the City. If User fails to fulfill any duty imposed under this section within a reasonable time, City may do so at the cost of User; and in such case, User shall cooperate with City in order to prepare all documents City deems necessary or appropriate to determine the applicability of the Laws to City property and User's use thereof, and for all compliance therewith, and User shall execute all documents promptly upon City's request. No such action by City and no attempt made by City to mitigate damages shall constitute a waiver of any User's obligations under this paragraph.

User shall, at User's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.

Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from User's use of occupancy of City property, then User shall, at User's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and User shall carry out all such cleanup plans. Any such plans and cleanup are subject to City's prior written approval.

If a release of Hazardous Substances occurs in, on, under, or above City property, or other's property arising out of any action, inaction, or event described or referred to in this document, User shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. User shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

- 25. Non-Discrimination Policy.** User shall not discriminate on the basis of gender, sexual orientation, color, race, creed, national origin, age, marital status or the presence of any sensory, mental, or physical handicap in programs, activities, or in the provision of services. Participants shall not be refused service due to their gender identity or gender expression. The City does not discriminate on the basis of

disability in the programs and activities it operates or allows other organizations to operate on city lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.

- 26. Improvements, Ownership and Maintenance.** All improvements proposed by User shall be reviewed and approved by City. User acknowledges that all improvements to the property shall become the property of, and owned by, City, and that User does not acquire any ownership interest in said improvements under any equitable or legal theory, including, but not limited to the theory of laches or adverse possession. City may, at its own expense, construct, repair or improve City-owned utility infrastructure affecting City property. City shall provide advance notice to User when constructing or repairing said utilities, and will fully restore any damage.
- a. *Authorized Improvements.* All future improvements proposed by User shall be reviewed and approved in writing by City in City's discretion. Credit for park improvements against fees may be authorized if approved by City, including the cost of certain maintenance materials if User is able to validate through proof of value that the item was procured at a cost equal to or less than that which the City would pay for the same item. As an alternative, User may offer the improvement to City as a donation, at which time City may, in its sole discretion, accept or refuse the donation. User shall be liable for any damage caused to the property during removal of its improvements from City property.
 - b. *Unauthorized Improvements.* Improvements made by User on City property without City's prior written consent, or which are not constructed in conformance with plans submitted to and approved by City (hereafter "Unauthorized Improvements"), shall be promptly removed by User and the property restored to its prior condition. If User fails to comply with the foregoing, the Unauthorized Improvements shall immediately become the property of City unless City elects otherwise. If City elects otherwise, City may, at its option, require User to remove the Unauthorized Improvements, charge User for the use of the Unauthorized Improvements, or both. User shall be liable for any damage caused during removal of Unauthorized Improvements from City property. If User fails to remove an Unauthorized Improvement upon demand, City may remove the improvement and charge User for the cost of removal and disposal.
 - c. *Maintenance of Improvements.* User is responsible for maintenance of all User improvements authorized by City. City will not budget monies to replace User Improvements. User is encouraged to financially plan for replacement and/or repair cost.
- 27. Authority to Execute.** Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this

Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

28. **Joint and Several Liability.** In the event User now or hereafter consists of more than one person, firm, or corporation, then all such persons, firms or corporations shall be jointly and severally liable under this Agreement.
29. **Memorandum of Agreement.** Upon User's request, City shall sign and cause to be notarized a memorandum of this Agreement requested by User in recordable form which User may record in the public records.
30. **Counterpart Originals.** Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.
31. **Waiver.** The Parties agree that any failure by either party at any time to require performance by the other Party of any provision of this Lease shall in no way affect such Party's right hereunder to enforce the same, nor shall any waiver by either Party of any breach by the other party of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

SIGNATURE PAGE TO FOLLOW

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

CITY OF RICHLAND

Cindy Reents, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as for form:

Heather Kintzley, City Attorney

AMERICAN CRUISE LINES, INC



By: Charles B. Robertson
Its: President & CEO

ATTACHMENT A





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 4 - Manage our Natural Resources

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 170-20, Authorizing a Consultant Agreement with MacKay Sposito for Shoreline Stabilization Design and Permitting

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

170-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 170-20, authorizing the City Manager to sign and execute a consultant agreement with Mackay Sposito for shoreline stabilization design and permitting.

Summary:

The City's Columbia River shoreline is susceptible to erosion due to high water and other river operation conditions. The shoreline is owned by the United States Army Corps of Engineers and leased to the City for recreational purposes. Local, state, and federal regulations govern the use and management of the Columbia River shoreline, and permitting processes and submittal requirements can be complex. This complexity requires the augmentation of internal City staff resources with consultant services, and as determined by a competitive selection process, a team led by the local MacKay Sposito office is best-suited to design and acquire permits for shoreline stabilization. The permits will be advanced for construction activity in future years.

Staff recommends adoption of Resolution No. 170-20.

Fiscal Impact:

The consultant agreement for time and materials includes a fee not to exceed \$100,000.

Attachments:

1. Resolution No. 170-20
2. Proposed Agreement - MacKay Sposito - Shoreline Stabilization

RESOLUTION NO. 170-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with MacKay Sposito for shoreline stabilization design and permitting.

WHEREAS, the Columbia River shoreline is susceptible to erosion due to high water and other river operation conditions; and

WHEREAS, the shoreline is owned by the United States Army Corps of Engineers, and leased to the City for recreational purposes; and

WHEREAS, local, state, and federal regulations govern the use and management of the Columbia River shoreline; and

WHEREAS, as determined by a competitive selection process, a team led by the local MacKay Sposito office is best-suited to design and acquire permits for shoreline stabilization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a consultant agreement with MacKay Sposito for shoreline stabilization design and permitting as provided therein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Columbia River Shoreline Stabilization and Columbia Point Marina Entrance Widening

This Agreement is entered into this _____ day of December, 2020 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **MacKay Sposito, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 1110 Osprey Pointe Blvd., Suite 105, Pasco, WA 99301. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 20-0084
 4. ☒ Exhibit B: Solicitation No. 20-0084 proposal response submitted by Consultant dated October 23, 2020.
 5. ☐ Additional Documents – **Identify by name.**

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2021.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2021.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims

that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon

request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

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

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Paul Harmsen, PE
Name of Firm: MacKay Sposito, Inc.
Address: 1110 Osprey Pointe Blvd., Suite 105
Address: Pasco, WA 99301
Email: pharmsen@mackaysposito.com
Phone Number: (509) 619-7088
Fax Number: N/A

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

Attested by:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Draft

Scope of Work

(Exhibit "A")
City of Richland
Richland Shoreline Stabilization and Marina Widening

1.0 PROJECT MANAGMENT

The Project Manager will coordinate the Consultant's team, organize project resources, and monitor budget and progress. The Project Manager has the authority to make decisions related to the progression of the work and to obtain the resources necessary for timely project completion.

1.1 PROJECT SCHEDULE

- 1.1.1 Maintain the project schedule in the form of a Gantt chart accessible using Microsoft Project, containing task description, start and end date, completion milestone and predecessors for each task. Critical path tasks will be clearly identified. Schedule will conform to contract milestones. Updated project schedules will be issued on a bi-monthly basis.

Deliverable: Project schedule.

1.2 INVOICING

- 1.2.1 Prepare and submit monthly invoices consistent with the work completed.
Assumption: Invoicing shall be by Task as described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, amount of current billing, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.

Deliverables: Monthly Invoices

1.3 PROJECT COORDINATION

- 1.3.1 Conduct bi-weekly meetings with the consultant team and City of Richland's project manager during the concept development phase. Total duration 8 weeks/ 4 total meetings.

Deliverables: Meeting agenda, meeting minutes, and task assignments.

2.0 PROJECT STARTUP

2.1 KICK-OFF MEETING

- 2.1.1 Attend a kick off meeting with all city departments who will be involved. Planning staff would be advised to attend. The intent of this meeting is to review the project and get input early on from each department.

Deliverables: Meeting agenda, meeting minutes/notes, and task assignments.

3.0 FIELD SERVICES

3.1 SURVEY

3.1.1 Topographic Basemap

3.1.1.1 Using topographic files provided by USACE, we will prepare a CAD basemap for use in design and permitting.

Deliverables:

- Provide an AutoCAD base drawing of the provided topographic survey

Assumptions:

- Shoreline survey will be provided by others
- City of Richland will provide Corps of Engineers property boundary in CAD.
- No boundary monuments will be set and a Record of Survey will not be included
- No survey field work is included in this initial scope of work
- Utility locations are not a component of the survey effort
- The provided topographic survey will be provided on a standard vertical datum.

3.2 GEOTECHNICAL ENGINEERING

3.2.1 Field Investigations

- Coordinate site access, schedule fieldwork and coordinate with city, cultural resources staff as required for fieldwork.
- Complete hand-dug soil borings to characterize soil and grain size at the base of the shoreline stabilization sites.
- Perform laboratory testing (grain size analysis) per ASTM Standards for select samples retained during hand-dug soil borings.
- Prepare a Geotechnical Report presenting our findings and recommendations for shoreline stabilization foundation design.

Assumption:

- Hand dug borings will be sufficient to characterize soils. We have assumed a maximum 6 hand-dug borings.
- Cultural monitor will be present at the site to allow the hand-dug borings to proceed.
- If needed, City will obtain necessary approvals for geotechnical explorations which may be below the OHWM, but in the dry (e.g., shoreline/critical areas/SEPA exemption, HPA, NWP6 from U.S. Army Corps of Engineers) (i.e. ARPA permit will not be required)

3.2.2 Engineering Analysis and Report

Conduct geotechnical engineering analysis using the data acquired from the subsurface explorations and laboratory testing to determine foundation design parameters and recommendations for the proposed construction. The geotechnical engineering report will address geologic setting, seismicity of the site, and the following information:

- Hand-dug boring layout plan and logs indicating soil stratification, classification, Dynamic Cone Penetrometer (DCP) values (if used), and groundwater levels.
- A summary of laboratory test data.
- Temporary excavations.
- Recommendations for suitability, placement, and compaction of shoreline backfill material.

Deliverable: An electronic copy of the Geotechnical Engineering Report will be submitted. The services will be performed in accordance with generally accepted standards of the geotechnical engineering profession.

3.3 NATURAL RESOURCES INVENTORY

- 3.3.1 A site investigation will be conducted to document all onsite natural resources and to determine where restoration or mitigation may be possible onsite. The one-day site visit will include a wetland delineation, biological critical areas assessment, vegetation assessment, fish habitat assessment, threatened and endangered wildlife and plant assessment, and onsite mitigation opportunity assessment to support all natural resource tasks.

Assumptions:

- No wetlands will be identified. (If wetlands are identified, wetland ratings and a more robust critical areas report under Task 3.4 will be required)
- The Corps of Engineers and Ecology will accept the use of the ordinary pool elevation (346 MSL) as a proxy for the Ordinary High Water Mark (OHWM).
- All data pits will be collected by Professional Land Surveyors (not part of this scope of work). City crews will pick up the flags if it is not completed by the Corps.

3.4 CULTURAL RESOURCES

- 3.4.1 Review concepts from a cultural resource perspective.
- 3.4.2 Due to the City of Richland's unique working relationship with the CTUIR, the City will lead the cultural resource coordination with the CTUIR tribe. The archeological Consultant may contact the CTUIR directly if requested by the City.
- 3.4.3 Since the tribes and USACE are aware of the culturally sensitive nature of the shoreline and known sites, a field investigation (i.e. pedestrian and probe survey) will not be required nor would it be advised. Furthermore, a detailed historical research effort to characterize and summarize the site conditions in a detailed desktop study is not expected to be needed.

3.5 CONSTRAINTS MAP:

- 3.5.1 The collected field data would be combined into a composite site basemap (in CAD) to provide a detailed design framework to which the design solutions will need to conform.

4.0 CONCEPT DEVELOPMENT AND PRELIMINARY DESIGN ANALYSIS**4.1 CONCEPT DEVELOPMENT AND PRELIMINARY DESIGN ANALYSIS****4.1.1 Develop and analyze shoreline stabilization alternatives****4.1.1.1 Site walk to investigate the existing bank conditions and erosion causes.****4.1.1.2 Data Compilation and Review**

- (a) Collect and process site-specific data, including but not limited to, the following data provided by the City and/or available within the public domain:
 - (i) Aerial photography and ground photos;
 - (ii) Current and water level data;
 - (iii) Wind data;
 - (iv) Design vessel characteristics and operating parameters;
 - (v) Historical elevation survey data (LiDAR, topographic, and bathymetric);

4.1.1.3 Conduct Coastal Engineering Analysis

- (a) Develop preliminary site model for coastal engineering analysis and design purposes associated with coastal structures/features development.
- (b) Conduct coastal processes analysis based upon compiled data. (Evaluation of aeriels, ground photos, elevation survey data, water levels, other data).
- (c) Conduct wind-wave and/or vessel wake analysis to determine return period event in accordance with the design life of the assumed structure(s) and/or features.
- (d) Conduct concept-level screening of shoreline protection alternatives based upon results of preliminary coastal processes analysis.

Deliverables: Basis of Design (Draft in .pdf format); Coastal Engineering Technical Memorandum (Draft and Final in .pdf format) for City review and comments.

Schedule: 4 to 6 weeks.

4.1.1.4 Develop a matrix of a minimum of four (4) conceptual-level alternatives to be applied to the identified shoreline sites. This would include the following steps:

- (a) Develop shoreline alternatives including, but not limited to, soft and hard armoring alternatives including a minimum of four (4) shoreline protection alternative cross-section concepts.
- (b) Tabulate concept-level costs, constructability, risks, maintenance, and permitting considerations for each alternative. Additionally, summarize cultural resources compliance steps that will need to be done to implement each alternative.

Deliverables: Shoreline Protection Alternatives Technical Memorandum, Matrix of Alternatives and Presentation (Draft and Final in .pptx and .pdf formats);

Schedule: 4 to 6 weeks.

- 4.1.2 Shoreline access will be considered as part of the stabilization alternative analysis for the shoreline locations where the City has identified public access is a priority.
- 4.1.3 Work with City staff to select a preferred alternative for each site.

Assumptions:

- No more than five (5) shoreline protection options will be considered. The shoreline options to be considered may include: Graded Riprap revetment, stacked large boulders (similar to what City of Richland did near Bateman island, geosynthetic/bio-engineered revetment, use of placed dredge material and/or cobbles, and removal of native species and replant only.
- Cost estimate comparisons between the alternatives will be developed at a Class 5 (+100/-30%) level.

Subsequent Tasks required to Submit Permit Applications

The following tasks would follow the above tasks; as budget allows, these tasks would be started. Task 5.0 followed by Task 6.2 would be the first tasks to be prepared as part of these subsequent tasks.

5.0 PRE-APPLICATION CIRCULATION

5.1 CONCEPT MASTER PLAN ROUTING

- 5.1.1 Summarize the master plan (locations along shoreline where each concept will be used) along with conceptual cross sections and route to U.S. Fish and Wildlife Service, National Marine Fisheries Service, WDFW, Corps of Engineers, and relevant Tribes for preliminary comment.
- 5.1.2 Seek the following information from agencies:
 - 5.1.2.1 In-water fish windows
 - 5.1.2.2 In-water work envelope size and methods
 - 5.1.2.3 Review of proposed mitigation for sufficiency
 - 5.1.2.4 Fatal flaws in concepts and methods to rectify.
- 5.1.3 Routing would be informal email consultation

6.0 PERMITTING

6.1 SECTION 404 CLEAN WATER ACT AND SECTION 10 RIVERS AND HARBOR ACT

Because the proposed length of shoreline stabilization and the anticipated quantity of fill waterward of the OHWM per running foot of stabilization exceed the thresholds for a nationwide

permit, an Individual Permit under Sections 404 Clean Water Act and Section 10 Rivers and Harbors Act will be required.

- 6.1.1 A Joint Aquatic Resources Permit Application (JARPA) will be submitted to the Corps. We have assumed that the City of Richland will prepare the JARPA and the consultant team would review and comment.
- 6.1.2 Individual Permits require an Alternatives Analysis. We have assumed that the consultant team's preferred alternative selection documentation (see Task 4.1.1) will provide most of the required information, and the consultant team will collaborate with the City (and potentially the Corps partner) to complete.
- 6.1.3 Consultant will prepare the required JARPA drawings (see Task 6.7). The drawings will include the shoreline stabilization design, native planting plan, and other mitigation details (mitigation limited to plantings, large woody debris, or other physical aquatic habitat enhancements; does not include any mitigation for potential permanent wetland impacts).

6.2 PREPARE BIOLOGICAL ASSESSMENT

Because the Columbia River contains fish species listed under the Endangered Species Act, a Biological Assessment (BA) that evaluates impacts to listed aquatic species is required.

- 6.2.1 The consultant will prepare the BA for submittal to the Corps with the JARPA.

Permitting Assumptions:

- The BA will conclude with determinations of "may affect, likely to adversely affect" for Chinook salmon and steelhead trout and "may affect, not likely to adversely affect" for bull trout. Therefore, informal consultation will be required with USFWS and formal consultation concluding with a Biological Opinion will be required with NMFS.

6.3 SECTION 401 WATER QUALITY CERTIFICATION

Projects that required a Section 404 authorization from the Corps are also required to obtain a Water Quality Certification (WQC) from Ecology under Section 401 of the Clean Water Act. A Corps Individual Permit triggers an Individual 401 WQC. The JARPA prepared by the City under Task 3.1.1. serves as the application for a 401 WQC.

- 6.3.1 The consultant will submit a Pre-filing Meeting Request to Ecology.
- 6.3.2 To comply with Ecology's 401 individual review, a Water Quality Monitoring Plan will also be prepared by the consultant for inclusion in the JARPA submittal to Ecology.

Mitigation planning and reporting for permanent or temporary impacts to aquatic and riparian habitat as well as temporary impacts to wetland habitat will be provided. A single mitigation plan will be developed for all project impacts and permits.

6.4 HYDRAULIC PROJECT APPROVAL

- 6.4.1 The consultant will file an application for a hydraulic project approval (HPA) through the Washington Department of Fish (WDFW) and Wildlife's APPS program for modifications to the flow or bed of waters of the state.

HPA Assumptions:

- Any necessary mitigation will be provided in Task 6.1.3; no additional mitigation planning is included in this task.

6.5 SHORELINES/CRITICAL AREAS

The project is located within the Recreation and Waterfront Use upland environment designations and the Aquatic environment designation and will, therefore, require a Shoreline Substantial Development Permit, at a minimum.

- 6.5.1 The shoreline application will include the JARPA form, completed by the City and reviewed by consultant in Task 6.1; SEPA checklist, completed by the City and reviewed by consultant in Task 6.1; a mitigation plan completed by the consultant in Task 6.1.3; and narrative responses to review criteria, completed by the City and reviewed by consultant.
- 6.5.2 Consultant will prepare a critical areas report documenting site conditions with respect to wetlands and fish and wildlife habitat conservation areas consistent with requirements of RMC 26.60.081.B.1-5. To reduce redundancy, the critical areas report will reference and not repeat information provided in the BA prepared under Task 6.2.

Shorelines/Critical Areas Assumptions:

- A conditional use permit is not required.
- Any necessary mitigation will be provided in Task 6.1.3; no additional mitigation planning is included in this task.
- No bald eagle roosts or nests are located within 660 feet of the project and an eagle habitat management plan will not be required.
- No attendance at public hearings is included.
- The City will prepare, coordinate and pay for any required public notices.
- Floodplain development permit will not be required.

6.6 SEPA CHECKLIST

A SEPA checklist will be prepared by the City to document potential project environmental impacts with the City of Richland as the project lead.

- 6.6.1 The consultant will review and provide comment on the City's draft checklist.

SEPA Assumptions

- The city of Richland will prepare the SEPA document.
- The project will receive a determination of non-significance.

General Permitting Assumptions:

- USACE 408 real estate permitting will be completed by the City.
- No dredged material will be removed as part of the project; dredging will require a contract amendment as additional testing and sediment evaluation approvals will be needed.
- All necessary mitigation will be conducted onsite; no permanent wetland mitigation planning is included.
- Any permit application and review fees will be paid by the City.
- No site visits are included in this task.

6.7 JARPA PERMIT DRAWINGS

- 6.7.1 Preliminary design plans (30% JARPA Drawings):

6.7.1.1 Standard JARPA (8.5" x 11") preliminary engineering drawings for the shoreline stabilization sites.

6.7.1.2 Conduct additional design analysis for selected/preferred alternatives.

6.7.2 The concept alternative analysis would be summarized in a brief technical memorandum and presentation that would be submitted with the permit applications (See Task 4.1.1.4 deliverables).

6.7.2.1 Class 5 estimates (+100/-30%) prepared for the JARPA application.

6.7.3 Summarize quantities for fill and impacts below OHW.

Deliverables: JARPA Format preliminary design drawings (Draft and Final in .pdf format); Basis of Design Memorandum (Final in .pdf format).

6.8 CULTURAL RESOURCES

6.8.1 Since the tribes and USACE are aware of the culturally sensitive nature of the shoreline and known sites, a field investigation (i.e. pedestrian and probe survey) will not be required nor would it be advised. Furthermore, a detailed historical research effort to characterize and summarize the site conditions in a detailed desktop study is not expected to be needed. HRA will conduct limited background and archival research as needed to prepare a Monitoring and Inadvertent Discovery plan for the construction phase. This will be the only cultural document prepared for the permits and would be submitted along with the JARPA permit.

Assumptions:

- Additional tribal consultation as needed for Section 106 permitting, is assumed to be completed by the Corps of Engineers.
- Since the Corps of Engineers is a partner on this project, we have assumed Dan Harris, with the cultural office will be permitting contact and the project will be permitted through this office.
- No ARPA permit will be needed to complete the Cultural Resources scope described above.

6.9 PERMIT APPLICATIONS

6.9.1 Compile permit applications and submit to appropriate agencies

6.9.2 Respond to comments from agencies

PROJECT ASSUMPTIONS:

1. The following elements are not included in the project design scope:
 - a. Revisions to existing gabion walls near the marina channel entrance.
 - b. Dredging or marina widening or hydraulic analysis associated with the marina.
 - c. Dock design or permitting.

- d. Park improvements such as picnic shelters or large group picnic shelters, pedestrian bridges, or vehicle bridges, vessel wash station, interpretive, warning, or boater information signage, benches.
- e. Kayak launch ramp or float
- f. Trail re-design
- g. Concrete stairs and handrails
- h. Irrigation system design.
- i. Navigation channel piles or signage.
- j. Other site improvements not specified above

Draft

Fees

(Exhibit "B") Fees

City of Richland

Engineering, Permitting and Related Services Richland Shoreline and Marina Widening

Design and Field Services

MacKay Sposito and our subconsultant team will make every effort to eliminate unnecessary tasks, simplify tasks, and leverage work completed by others in an attempt to complete the Scope of Services with this proposed budget, however, there remain project unknowns (such as which USACE office will manage the permitting of this project, and whether or the USACE will delineate the OHWH, quality of topographic survey received from USACE, and other items) that may alter the consultant team's level of effort.

Budget (Tasks 1.0 to Task 4.0):

Time and Materials, Not to Exceed: \$100,000

	City of Richland	Solicitation Number: RFQ 20-0084
	Attachment A RFQ Signature Form and Addendum Acknowledgement	

Columbia River Shoreline Stabilization and Columbia Point Marina Entrance Widening

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: N/A through N/A.

Respectfully submitted this 23 day of October, 2020.

Name of Firm: MacKay Sposito

Address: 1110 Osprey Pointe Blvd., Suite 105, Pasco, WA 99301

Signature: 

Name (Print): Derrick Smith, PE

Title: President/CEO

Email: dsmith@mackaysposito.com Phone: (509) 619-7094

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MacKay Sposito, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1325 SE Tech Center Drive, Suite 140	Requester's name and address (optional)
6 City, state, and ZIP code Vancouver, WA 98683	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number	
OR	
Employer identification number	
9 1 - 0 9 1 5 9 8 4	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ <i>Kristen Kern</i>	Date ▶ <i>1/13/20</i>
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General Instructions	
Section references are to the Internal Revenue Code unless otherwise noted.	
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .	
Purpose of Form	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:	
• Form 1099-DIV (dividends, including those from stocks or mutual funds)	
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)	
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)	
• Form 1099-S (proceeds from real estate transactions)	
• Form 1099-K (merchant card and third party network transactions)	
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)	
• Form 1099-C (canceled debt)	
• Form 1099-A (acquisition or abandonment of secured property)	
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.	
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.	



MacKay  Sposito

www.mackaysposito.com

CITY OF RICHLAND

RFQ # 20-0084
Columbia River Shoreline
Stabilization and Columbia
Point Marina Entrance
Widening

October 23, 2020



B. Executive Summary

October 22, 2020

City of Richland
ATTN: Irma Bottineau
625 Swift Boulevard
Richland, WA 99352

RE: RFQ #20-0084 - Columbia River Shoreline Stabilization and Columbia Point Marina Entrance Widening

Dear Irma and Evaluation Committee:

We're MacKay Sposito, proudly located in the Tri-Cities for 20 years. We are a thriving, local firm committed to our local community and clients. You can trust MacKay Sposito to deliver the best of both worlds: the expertise and horsepower of a large firm combined with the culture and customer service of a small firm. Our service areas span the public works, energy, and land development industries. The expertise of our 100+ employees encompasses civil engineering, environmental permitting, land surveying, landscape architecture, planning, and construction management and inspection.

We are excited to support the City on the Columbia River Shoreline Stabilization and Columbia Point Marina Entrance Widening Project (CRSSCPM). We have put a lot of thought into this project through meeting with the City to discuss the project-specific needs, compiling an extremely strong team of partners, and meeting with agency representatives to understand permitting challenges. Our Pasco office is the perfect match for your project for the following reasons:

The right team - We have assembled a strong team to deliver a cost-effective and practical solution for this project. The City is interested in a team that can deliver a sensible shoreline stabilization and marina modification solution that: (1) preserves its trail and park property, (2) increases functionality of the marina, and (3) protects cultural resources in the most cost-effective solution. We are the team to accomplish this goal. Our team is already familiar with the site through the completion of the bank erosion analysis; we know the solutions that will work with the site conditions. Our team has also designed, permitted, and developed construction bid documents for similar projects on the Columbia River. Additionally, we are park and trail designers and will integrate the existing park and trail into the shoreline stabilization solution.

Knowledge of Richland shoreline area, USACE, and permitting process - Our team has worked on this project site and has completed nearly 50% of the permit application work for this project. Furthermore, the team has worked with the City of Richland Economic Development group recently implementing a gateway signage program while Shannon & Wilson has been working with the Economic Development



Between MacKay Sposito, Shannon & Wilson, and Mott MacDonald, our team has designed and permitted 10 shoreline stabilization and marina projects along the Columbia and Yakima Rivers within the past decade and many more on other shores of Washington State.

Our team has extensive experience permitting through USACE, WDFW, and WSDE. In fact, MacKay Sposito is working with the exact same agencies and agency staff to permit boat launch and park improvements at Schlagel Park in Pasco, a few miles downstream of the CRSSCPM Project. We understand the agencies' processes and requirements and will guide the project through the permitting process. Additionally, we recently negotiated and received 408-approval to rebuild the existing levee on the Yakima River to allow for non-motorized boating access, and a trail as part of the Yakima River Gateway project.

2. Consultant Project Office

MacKay Sposito's office in Pasco is the nearest office to Richland and this office will manage the CRSSCPM project and preparation of construction bid documents. The address is **1110 Osprey Pointe Blvd, Suite 105, Pasco, WA 99301**. This office's phone number is **(509) 374-4248** and the Project Manager's phone number is **(509) 619-7088**.

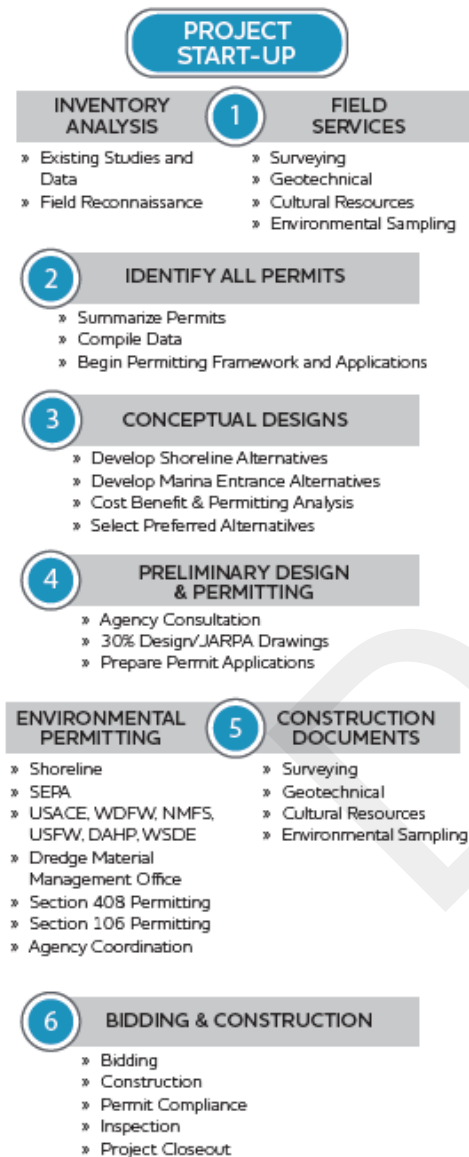
We hope you will agree that we are a good match for your CRSSCPM project design and permitting needs. The remainder of this proposal details our expertise, methodology, approach, and project team for the CRSSCPM Project.

Sincerely,
MacKay Sposito

Paul Harmsen, PE
Director of Engineering
(509) 619-7088

C. Project Approach and Schedule

1. Methodology



Steps for Practical Engineered Solutions

We are ready to dive into this project for the City of Richland and build upon the work previously completed by our project team and utilizing our team's extensive knowledge of the site. We understand that the City is interested in a practical engineered solution to restore the park and trail property using the most cost-effective method. Our methodology centers around that goal--to propose and permit the most practical and cost-effective shoreline stabilization solutions and marina modifications as possible. Using the provided Scope of Work as an outline, we propose the following project steps to complete the work:

A) Review of Existing Documents and Conditions

This project would begin with coping and project definition refinement meeting with the City of Richland project staff. Additionally, we would organize a meeting with the Development Services staff that will be reviewing and permitting the work to confirm the required project documentation. The consultant team would work with the City to identify project priorities, specific goals, and a project plan to achieve the desired project results.

1) Existing Studies and Data

Obtain from the City all available site data such as elevation survey data, previous reports and studies, permits filed, and Shannon & Wilson's study. We recommend that the design team walk the site with the City to review current site conditions, verify project limits, assess site access and construction access limitations, and review other pertinent site conditions.

2) Field Investigation

The design team would process and document available survey, hydraulic, geotechnical, and cultural data and work with the City to determine data gaps. Additional field work would be conducted only as needed to augment the existing site data.

» **Natural Resources:** This field work would include the jurisdictional delineation of the ordinary high water mark (a critical element of the project permitting) and the establishment of wetland and associated buffers for wetland within the project footprint. An assessment of critical areas would also occur concurrently.

» **Topographic Survey:** MacKay Sposito proposes to utilize a combination of survey efforts to accurately and cost-effectively acquire additional topographic information where needed. We propose to utilize our UAV (Unmanned Aerial Vehicle, i.e. drone) to capture a high resolution,



High resolution Columbia River Shoreline aerial captured by MacKay Sposito UAV



HRA conducting culturing investigation, Columbia River, October 2020

georeferenced, aerial photograph of the entire project (if not currently available), and we propose to use conventional ground topographic survey to spot check and augment the City's aerial sourced topographic data, and map ordinary high water mark and wetland boundaries. Using our in-water survey equipment we would collect bathymetric (river bottom elevations) for the marina and river opening.

- » Cultural Resources: The project takes place on USACE lands therefore the project will need to comply with the Section 106 regulations implementing the National Historic Preservation Act. It is expected that the USACE will require a field cultural survey (test pits) to determine whether intact archaeological deposits are present in the areas where ground disturbing activities will take place.
- » Geotechnical: Supplemental geotechnical explorations and engineering analyses would be performed only where existing information is unavailable.
- » Environmental Sampling: The marine sediments and soils in the areas of shoreline stabilization may need to be sampled for either upland or in-water disposal. Sampling would occur in accordance with the Regional Sediment Evaluation Team (RSET) Sediment Evaluation Framework (SEF) if needed for in-water disposal.
- » Constraints Map: The collected field data would be combined into a composite site basemap (in CAD) to provide a detailed design framework to which the design solutions will need to conform.

3) Identify all permit requirements

Shannon & Wilson is intimately familiar with the sites having helped the City to plan shoreline stabilization in 2016 and again in 2019 to develop environmental applications and supporting documents for the Columbia Point Marina boat basin inlet widening and deepening.

During this RFQ process we have contacted the USACE to obtain additional information that will be essential in the preparation of concept drawings and subsequent permitting:

- » The USACE real estate group is open to riprap armored bank solutions.
- » The USACE permitting group is in favor of bio-engineered/ soft armoring solutions, however, they are open to armored solutions if necessary, provided that mitigation is included.
- » The armoring will likely require an individual 404 permit and 401 review as the stabilization will cover more than 500 linear feet of shoreline. An on-site alternatives analysis will be required that covers multiple armoring methods.
- » The project will need to go through a Section 106 process for cultural review. This process may be lengthy due to adjacency of sensitive resources.

The following table summarizes the local, state and federal environmental permits that will be required and identifies our current understanding of the status of each, for both projects.

Permit Summary and Status

Agency	Environmental Permit/ Approval	Required Applications & Supporting Documents/Studies	Status of Previous Efforts
City of Richland (City)	State Environmental Policy Act (SEPA) Determination	SEPA Checklist	• Basin: Checklist drafted by City and review comments provided by Shannon & Wilson (S&W) in November 2019 • Stabilization: City obtained SEPA determination for earlier proposal in 2014. New proposal should have a new SEPA review.
	Shoreline Substantial Development Permit (with critical areas review under Chapter 22.10 RMC)	• Shoreline application (JARPA) • Critical areas report (wetland, stream class, wildlife habitat, ordinary high water mark delineation) • Vegetation management plan • Geotechnical report • Project plans	• Basin: JARPA drafted by City and review comments provided by S&W in November 2019 • Stabilization: City obtained an SSDP in 2014 for original proposal. New proposal should have a new Shoreline review under the current SMP.
	Floodplain Development Permit	• Project plans • Hydrology/hydraulic assessment	Confirmation with City required
Washington Department of Fish and Wildlife	Hydraulic Project Approval (HPA)	• APPS online application • Project plans • SEPA determination	• Basin: no known application made to date • Stabilization: Assume City may have applied for HPA for the original proposal. New proposal should submit a new application through APPS.
Washington Department of Ecology	401 Water Quality Certification (WQC)	• Pre-filing Meeting Request (if USACE Individual Permit will be required) • JARPA and supplemental Section 401 WQC request information • Project plans • Water Quality Monitoring Plan • USACE approval document	• Basin: no known application made to date • Stabilization: Assume City may have applied for 401 WQC for the original proposal. New proposal should submit new materials.
	NPDES Construction Stormwater General Permit	• Notice of Intent (NOI) • Public notice • Stormwater Pollution Prevention Plan	Will be prepared more than 60 days prior to construction
U.S. Army Corps of Engineers (USACE)	Section 404 Clean Water Act and Section 10 Rivers and Harbors Act (with associated Section 7 ESA consultation and Section 106 NHPA)	• JARPA • Project plans • ESA documentation • Cultural resources report	• Basin: JARPA drafted by City and review comments provided by S&W in November 2019. Biological assessment drafted by S&W and provided in November 2019. • Stabilization: Assume City submitted JARPA in 2014 for original proposal. New proposal should have a new JARPA.
	Dredged Material Management Office review	• Sediment Sampling and Analysis Plan • Sediment Sampling Report	• Basin: Detailed proposed provided to City in September 2019 • Stabilization: N/A
	Section 408 permission to modify federally authorized property	• Section 408 review request • Design documents submittal for completeness check • USACE agency technical review documents • Public notice • Safety assurance review documents • NEPA, CWA Section 401/404, ESA Section 7, Section 106 compliance documents • Final district or division approvals	Confirmation with City required
Tribes	N/A	The Tribes may comment on the project via the SEPA, USACE or Ecology permits, or HPA. Will have interest in cultural resources and "usual and accustomed fishing"	Confirmation with City required

Notes

APPS = Aquatic Protection Permitting System

JARPA = Joint Aquatic Resources Permit Application

N/A = Not Applicable

NHPA = National Historic Preservation Act

NPDES = National Pollutant Discharge Elimination System

SWPPP = Stormwater Pollution Prevention Plan





Bio-engineered and armored shoreline stabilization, Columbia River

We recommend developing separate permit application packages for the shoreline and channel entrance widening projects, at least for the USACE permit. The basin modification project requires sediment sampling and to coordinate with USACE's Dredged Material Management Office. The shoreline stabilization effort is anticipated to move more quickly through the USACE reviews; therefore, could move ahead of the basin effort depending on funding and City priorities. Finalizing the permit strategy and the connection points between the two projects will be an important first step.

Under any permit strategy, there will be significant efficiencies in using the City's and Shannon & Wilson's draft basin modification permit applications and supporting documents as a starting point.

One component of obtaining the USACE permits will be compliance with Section 106 for Tribal Consultation. Each step of the cultural documentation process will include consultation with affected Tribes, which will include at a minimum the Umatilla Tribe and Yakama Nation, but probably also the Wanapum Band, and perhaps the Colville and Nez Perce Tribes too. All five Tribes have interests in this area and have been involved in projects at Columbia Point in the past. Our project team has worked with all of these parties on a project at Columbia Point Park in the past and maintains good relations with them all. A preliminary cultural resource database review indicates that there are recorded archaeological sites at several of the shoreline stabilization areas. Specific work will include preparation of a site investigation plan for approval by the Tribes and an archaeological pedestrian survey of the potentially affected area and associated report for submittal to DAHP and Tribes. This work would become a critical component to inform the required shoreline stabilization solutions.



Yakima River Shoreline Access

B. Identification of sites for both shoreline protection and marina entrance channel widening

Alternative analysis and development of concepts for both the shoreline stabilization site and the marina entrance channel widening would be prepared and preferred solutions selected.

1) Prioritize unstable shoreline sites

a) Develop alternative stabilization methods

Alternative analysis and development of concepts for both the shoreline stabilization site and the marina entrance channel widening would be prepared and preferred solutions selected.

With our extensive experience designing and permitting shoreline stabilization, we would build upon the shoreline stabilization alternatives prepared in Shannon & Wilson's study to develop a matrix of conceptual-level alternatives for each shoreline site. This would include the following steps:

- » Develop shoreline alternatives including, but not limited to, soft and hard armoring alternatives
- » Conduct wave analysis/modeling to assess wave runup on proposed alternatives to aid in the development of any vegetated options

- » Review the alternatives in regards to impact to recorded archaeological sites at project locations.
- » For each alternative summarize concept-level costs, risks, maintenance, and permitting considerations. Additionally, summarize cultural resources compliance steps required to implement each alternative
- » Shoreline access will be considered as part of the stabilization design, and will be evaluated for each access point individually. Depending on the bank geometry and erosional processes along the shoreline, different access types may be appropriate, similar to the example provided in Figure 1



Example Shoreline Stabilization Alternatives

There are several proven options for developing self-mitigating shoreline stabilization solutions that we would propose, while also not expanding the project footprint. It is critical to find ways to design a self-mitigating project so that additional survey, cultural, geotechnical, and other associated field services are not required beyond the project footprint. Some of these proven shoreline options are:

- » Filling in voids of riprap with smaller rock
- » Installing plantings within and at base of armored slope
- » Anchoring large woody debris within the armored bank to create habitat or use of a log matrix
- » Providing mitigation through removal of invasive species within the project footprint and installing native planting to enhance the riparian area.
- » Installation of bio-engineered shoreline stabilization solutions or combinations of armored and bio-engineered solutions at the same bank condition.



Figure 1



Existing Marina Entrance



Priest Rapids Recreation Area Boat Basin



Armored and Planted Jetty and Shoreline

b) Work with City staff to select a preferred alternative for each site.

The design team would work with the City to prioritize shoreline sites and preferred shoreline stabilization solution for each project site condition/location.

2) Marina Widening Concept

a) Develop widening concept

Development of the widening concept will involve a combination of modeling, interviews with users, and evaluation of natural process. Some of the proposed steps are:

- » Conduct assessment of flow circulation through the marina and well as operation considerations.
- » Develop a range of design vessels and verify maximum vessel size of 120ft
- » Interview marina operators and vessel captions to characterize issues with existing entrance.
- » Further define the previously prepared concept to design engineering geometry for entrance.
- » Conduct numerical wave modeling to quantify impacts of a wider marina entrance on the wave climate within the marina for average and extreme conditions.
- » Review historical dredging plans for the entrance to aid in development of alternatives for the entrance channel widening
- » Analyze marina sediment chemistry to develop options for dredged material management and disposal, as needed.
- » Summarize concept, modeling results, concept-level cost, risk, and maintenance.

b) Finalize Concept

The design team and City would review geometry and modeling results and to finalize the conceptual design for the marina entrance widening.

c) Preliminary Design and Permitting

Prior to initiating final design, additional analysis, preliminary design, and environmental permitting will be required. This will involve several steps:

- » **Pre-submittal consultation:** Once these preferred shoreline restoration concepts and marine entrance widening solutions are developed, the consultant team and City of Richland staff would attend pre-submittal consultation meetings with the fish agencies (NMFS, USFWS, WDFW, and USACE) and present the project plan and seek any plan specific feedback from the agencies that will be instrumental in project completion, such as:
 - » In-water fish windows
 - » In-water work envelope size and methods
 - » Review of proposed mitigation for sufficiency
 - » Fatal flaws in concepts and methods to rectify

- » **Preliminary design plans (30% JARPA Drawings):** Standard JARPA (8.5" x 11") preliminary engineering drawings for the shoreline stabilization sites and the marina entrance channel widening would be prepared. Additional design analysis for alternatives would be conducted (i.e. for aggregate material gradations). The concept alternative analysis would be summarized in a report that would be submitted with the permit applications. These 8.5"x11" preliminary designs would become the basis for environmental permitting and documentation.

d) Permitting

The design team would prepare the remaining permit applications, supporting materials, biological assessment, ESA (Endangered Species Act) documentation, and other reports. Design concepts, alternative analysis, reports, and JARPA drawings would be submitted to USACE, WDFW, WSDE, and the City of Richland for applicable permits. We would respond to agency questions and make modifications to the preliminary drawings, as necessary, to obtain permits from the federal and state agencies.

e) Final Design and Bid Documents

Once the permit package has been submitted, final design will proceed. We would not wait to receive permits because this would push back design for up to one year. We would start design based upon the permit drawings and keep the agencies informed of any changes to the proposed solutions and discoveries made during the design development and final design process. Final construction bid documents, including construction plans, project specifications and special provision, bid schedule, and engineer's estimate of probable construction costs would be prepared. Several submittals and review periods are expected as part of the coordination with the City.

f) Construction Phase

The project team would assist the City of Richland through bidding by answering RFIs and issuing addenda as necessary. Upon contract award, the team would assist the City through construction providing the level of service required by the City, ranging from quality control checking, to full construction management and inspection.

Project Management Tracking Tools

Project Scoping and Schedule Control - Project scoping sets the tone for a successful project. To manage scope changes and delays our Project Manager, Paul Harmsen, will provide a clear scope of work that identifies tasks at each phase with deliverables tied to a Microsoft Project schedule. To do this we will conduct a scoping meeting (as mentioned in Scope Task A above) to walk through the project limits; design, permitting and review process;

deliverables; established budgets; and schedule. Once we have that information, we will develop a scope of work and associated fees that are tailored to your budget and project goals. We then manage the project by holding regular team meetings with the City to manage scope and project status.

Cost Control - We have several tools that we use to manage project status and control costs. Deltek Ajera is our main project management tool used for tracking project progress, hours spent, and overall budget. This software is refreshed daily and allows us to manage resources, track the contract amount per phase, and track contract spending in real time. This snapshot gives our managers daily and weekly assessments of the project's health and allows us to identify early on any problems that might arise. It is a very effective tool and this information is tied to a schedule that shows the number of hours each staff member has per task. This information is shared with staff so that each week they know what they are working on and how much time is anticipated to complete that task so that cost can be tightly controlled. This process helps control spending and identify out of scope work prior to it becoming a problem.

Furthermore, we design to your construction budget. As part of our process, we will work with you to identify the amount then check-in at each submission to make sure the design does not exceed the budget. To do this, we use current bids we have on similar projects to make sure we are using the most recent unit pricing. During this process we work with our construction management team to find ways to reduce our construction impacts and costs and implement those recommendations in our designs.

Quality Control - Quality control is an important step during our design that we take very seriously. To ensure our drawings are permit and bid ready, we will conduct a quality control review at key submissions to the City. Reviews will include our senior designers and internal construction management team. As we prepare the construction documents for bidding, our team will perform a constructability review to identify issues, opportunities to value engineer the design or construction methods and minimize owner risk of change orders during construction. This review is documented digitally along with any comments we receive from the City. This information is then passed to the design staff, who will evaluate the comments and respond to any items that might need clarification or further exploration. As part of our design process, we will hold a review meeting at each phase with the City to receive comments, discuss concerns, and incorporate this information into the design. Responses will be documented and issued to the City to ensure we have addressed any comments or concerns.

Communication Plans

Project Communication - Communication is a key element to project management. At MacKay Sposito, we have established processes and tools that allow us to be highly effective communicators in any circumstance. Due to recent health and safety concerns, MacKay Sposito staff and our partners were proactive with technology and video conferencing to stay connected and keep work flowing smoothly. Whereas many of us have returned to the office for part of our work week, we will use the same daily communication tools for your project to maintain a steady workflow and team availability. Another effective communication tool is regular team meetings during project design and construction. For each meeting, we come prepared with an agenda that will contain action items, assignments, a current budget summary, and an updated schedule so that our project manager can clearly communicate the status of where the project is at each meeting.

2. Team Organization

Team Summary

We have assembled trusted partners who are experts in their fields, who have direct experience in shoreline stabilization integration with park and trail environments, and marina modifications. Here's what makes us specialists:

The resumes in the Appendix and the project history matrix provided in this section will demonstrate our unmatched expertise in local shoreline stabilization and marina facility renovations and development, along with local and federal permitting. Our experience and practical approach will save you time and money.

MacKay Sposito - MacKay Sposito - Civil Engineering, Park Design, Landscape Architecture

Since our founding in 1974, MacKay Sposito has been delivering quality solutions for our clients throughout the Pacific Northwest. Our staff specialize in civil engineering, park and recreation design, shoreline stabilization, and landscape architecture and planning. MacKay Sposito has worked with each of our proposed subconsultants to deliver a variety of projects.

Mott MacDonald - Marina Engineering, Hydraulic Analysis

The Ports and Coastal group within Mott MacDonald offers services in planning, modeling, analysis, design, and construction management related to the disciplines of coastal, hydraulic, and marine engineering pertaining to ports, marinas, parks, and shoreline areas.

Mott MacDonald engineers specialize in marina and river engineering consulting services related to the analysis of physical processes that affect marinas, shorelines, sedimentation, and scour.

Shannon & Wilson - Geotechnical Engineering, and Environmental Permitting

Founded in 1954, Shannon & Wilson is a consulting firm providing quality environmental consulting and geotechnical engineering services. Their staff specialize in environmental and wetlands studies, permitting, critical areas studies, environmental site assessments, stream protection and restoration, sedimentation and erosion control, geologic and hydrogeologic investigations, and geotechnical engineering. Their Tri-Cities and Seattle offices employ over 136 biologists, geotechnical engineers, geologists, hydrogeologists, and environmental engineers. Shannon & Wilson also specializes in complex environmental planning and permitting projects requiring special studies and compliance with a range of regulations and guidelines. They offer clients a unique perspective in developing strategies for planning, permitting, and executing their environmental projects.

Historical Research Associates - Cultural Resources

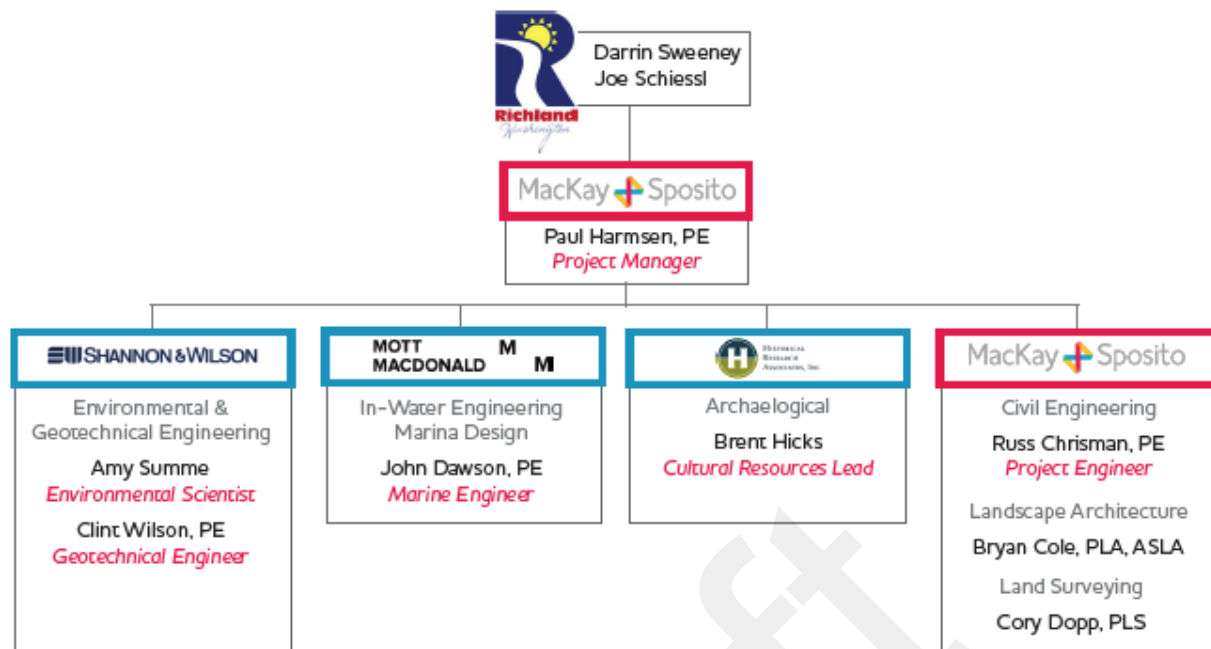
Since 2006, HRA has completed over a dozen cultural resource investigations in the Richland area for a variety of federal, state, and local clients. Their work assisted in compliance with various federal and state preservation laws.

Team Organization

MacKay Sposito has proposed a design team with the breadth and depth of experience to complete the project. Furthermore, we have reviewed our committed workload and our team's firms have approximately 25% organizational capacity for the proposed staff members to fully support the CRSSCPM Project from beginning to end. In addition, we have based our proposed project schedule on staff availability and team capacity.

Our team is comprised of senior and mid level staff to maximize value for your project. The following table summarizes their levels of experience and percentage of time each person is dedicating to the project. In addition to these staff members listed, MacKay Sposito, Mott MacDonald, and Shannon & Wilson have many more CAD drafters and designers that could be mobilized to maintain the project schedule if needed.





MacKay Sposito				
Team Member/Role	Years of Experience	Project Experience	% Time Dedicated to Project	% Time on Other Projects
Paul Harmsen Project Manager	22	Bid Documents, Specifications, Shoreline stabilization	25%	50%*
Russ Chrisman Project Engineer	24	Civil Design, Plan Production	25%	75%
Bryan Cole Landscape Architect	29	Trails, Parks, Shoreline Stabilization, Landscaping	15%	85%
Andrew Lau Civil Drafter	3	Civil Design, Plan Production	30%	70%
Shannon & Wilson				
Amy Summe Environmental Scientist	23	Environmental Permitting	30%	70%
Merci Clinton Biologist	6	Environmental Permitting	60%	40%
Clint Wilson Geotechnical Engineer	19	Geotechnical Engineering and Analysis	20%	80%
Hayley Justinak Geotechnical Support	4	Geotechnical Engineering and Analysis	80%	20%
Mott MacDonald				
John Dawson Marine Engineer	11	Shoreline Stabilization, Dredging and Dredge Material Management	15%	60%*
Aaron Porter Coastal & Hydraulic Design Lead	10	Marina Navigation Analysis and Design, Soft and Armored Shoreline Stabilization, Erosion Assessment	20%	60%*
HRA Associates				
Brent Hicks Cultural Resources Lead	30	Cultural Resources, Tribal Consultation, Section 106	20%	80%

* Team member is assigned to both project work and corporate tasks such as QA/QC and mentoring

3. Project Schedule

Milestone and Risks:

Milestones are shown in the schedule. There are a few project risks that were briefly discussed in our methodology.

1) Long Permitting Timeline: to address this risk we have proposed to split the USACE permitting process for the Shoreline and marina; this would allow the projects to be bid separately if needed.

2) Agencies may push for fewer armored solutions than may be desired by the City: we propose to prepare complete shoreline protection alternatives with sufficient mitigation within the project footprint along with thorough alternative analysis prior to pre-submittal consultation from the agencies. This will establish the City's shoreline protection goals instead of allowing the agencies to dictate the desired solutions; minor revisions to the plan would be negotiated from this starting point.



4. Additional Information

As mentioned earlier, our team has designed and permitted 10 shoreline stabilization and marina projects along the Columbia and Yakima Rivers. Below is our team's shoreline stabilization and marina project experience. While our team has decades of relevant experience, the project descriptions in the next section provide additional details for projects completed in the past 5 years.

Shoreline Stabilization Marina Project Experience	Land Surveying	Civil Engineering	Bid Documents	Shoreline stabilization	Marina, Dredging, Jetty	USACE Permitting (Section 404)	Section 106 Archaeological	Section 408 USACE Process
Mac Kay Sposito								
Yakima River Gateway	✓	✓	✓	✓		✓	✓	✓
PRRA Recreation Area, Jetty, and Marina	✓	✓	✓	✓	✓	✓	✓	
Grant County Shoreline Stabilization Projects	✓	✓	✓	✓		✓	✓	
Schlagel Park	✓	✓	✓			✓	✓	✓
Shannon & Wilson								
WDFW Wells Recreation Site Boat Launch				✓		✓		
Columbia Boat Basin					✓	✓		
Richland Rivershore Assessment		✓		✓		✓		
Marina Improvements, Richland Yacht Club					✓	✓		
Mott Mac Donald								
Douglas County PUD	✓	✓	✓	✓	✓	✓	✓	
Crescent Bar Recreational Improvements	✓	✓	✓	✓	✓	✓	✓	

D. Related Project Experience / References

1. Recent Shoreline Stabilization & Marina Projects



i. Client:
City of West Richland
3100 Belmont Blvd, Suite 100
West Richland, WA 99353

Project Manager:
Roscoe Slade
(509) 967-5434
roscoe@westrichland.org

» Project involved working with USACE



i. Client:
Douglas County PUD No. 1
1151 Valley Mall Pkwy
East Wenatchee, WA 98802

Project Manager:
Scott Kreiter
(509) 881-2327
scottk@dcpud.org

» Project involved working with USACE

West Richland Yakima River Gateway

ii. Date(s) of the service and description of the work performed:

2015 - 2017: This project developed a new park, parking area, and Yakima River access. The project included a trail to the Yakima River and a pedestrian/bicycle access under the SR 240 Yakima River bridge to connect the two sides of the project. This access trail resulted in the need to remove a segment of the existing Yakima River levee and replace it with staggered flood walls. Negotiated and received USACE 408-approval to rebuild the existing levee on the Yakima River to place an access trail between the flood walls.

The MacKay Sposito team prepared complete engineering drawings, calculations, and specifications for this work including acquiring all project permits. HRA conducted archival research, assisted the City with agency and tribal consultation, provided archaeological monitors for geotechnical borings, completed archaeological and architectural inventory of the Project's area of impacts, and submitted a technical report detailing the methods and results of the work.

iii. Original and completed time schedule:

Project remained on original delivery schedule.

iv. Discuss if the project stayed within agreed upon budget:

Project remained within budget and time schedule for the contracted scope of work. Contract did include additional scope and fee in excess of the original budget to add the design and permitting of the significant flood walls that were added to the project. Permitting for the flood walls was obtained in less than a year.

Carpenter Island Boat Launch and Methow River Boat Basin

ii. Date(s) of the service and description of the work performed:

2015-2016: Douglas County Public Utility District No. 1 constructed a new, two-lane boat ramp and entrance navigation channel at Carpenter Island, located on the upper Columbia River within the Rocky Reach Pool and downstream of the Wells Dam tailrace. The new Carpenter Island recreational use boat launch and boarding dock facility provided an ADA accessible boating facility.

The primary components for the facility consist of the navigation channel, boarding docks and a concrete boat ramp with two launch



i. Client:

Seattle City Light
700 5th Avenue, Suite 3200
Seattle, WA 98104

Project Manager:
Michael Aronowitz
(206) 233-2631
michael.aronowitz@seattle.gov



i. Client:

City of Pasco
525 N Third Avenue
Pasco, WA 99301

Project Manager:
Dan Dotta
(509) 543-5759
dottad@pasco-wa.gov

» Project involved working with USACE

lanes. Mott MacDonald conducted hydraulic and structural engineering analysis, final design and construction support for the Carpenter Island boat ramp facility.

iii. Original and completed time schedule:

Final design contract date: 2012; Construction completion: 2016 (on-time)

iv. Discuss if the project stayed within agreed upon budget:

Project stayed within agreed upon budget

Forebay Shoreline/Recreation Area Improvements

ii. Date(s) of the service and description of the work performed:

2013-2019: Seattle City Light's FERC license mandated improvements to the existing campground, day use area, and boat launch at Forebay Recreation Area as they did not meet current federal ADA standards. MacKay Sposito provided site reconnaissance, public outreach, concept preparation, development of construction drawings, permit assistance, preparation of cost estimates, and complete site designs.

MacKay Sposito worked alongside Seattle City Light to obtain the required in-water and shoreline permits. Additionally, we prepared shoreline erosion prevention design to protect the site from further erosion. MacKay Sposito and Mott MacDonald conducted a site visit and assessment, developed several concepts and cost estimates, and developed complete construction drawings and specifications for the selected shoreline stabilization alternative.

iii. Original and completed time schedule:

Project was completed within client's timeline, approximately 6 months

iv. Discuss if the project stayed within agreed upon budget:

Project was completed within the agreed and scoped budget.

Schlagel Park Boat Launch & Park Renovations

ii. Date(s) of the service and description of the work performed:

August 2020-present: MacKay Sposito and Mott MacDonald were selected to replace the boat launch, dock and restroom at Schlagel Park. The Schlagel Park boat ramp was originally constructed by the USACE and the last update was in 1975. The existing parking lot is unmarked and the two launch ramps are failing. In partnership with Mott MacDonald, MacKay Sposito will design and permit replacement of the dock and boat ramp to meet USACE Standards and obtain USACE Section 408 approval for improvements to USACE property.

iii. Original and completed time schedule:

N/A

iv. Discuss if the project stayed within agreed upon budget:

N/A



i. Client:

City of Richland
500 Amon Drive
Richland, WA 99352

Project Manager:
Phil Pinard (Retired)

Joe Schiessl
(509) 942-7529
jschiessl@ci.richland.wa.us

» Project involved working with USACE

Richland Rivershore Assessment

ii. Date(s) of the service and description of the work performed:

2016: Shannon & Wilson was contracted by the City of Richland's Parks and Public Facilities Department to assess existing hydrologic and geotechnical conditions that may be contributing to bank instability along approximately 1,700 feet of the Riverfront Trail along the Columbia River. A preliminary hydraulic engineering site assessment was completed that included a comparison of three mitigation options for long-term bank stability protection; an analysis of local, state, and federal permit requirements; and recommendations for invasive species (Russian olive) vegetation management.

The report concluded with recommendations for enhancing the stability of the riverbank adjacent to the trail using a mix of bio-engineering methods. In collaboration with a landscape architect, Shannon & Wilson provided the City with graphics and illustrations that show the proposed stabilization methods along with an integrated public access plan featuring trails and a viewing platform. The City used the materials in meetings with local elected officials and USACE, and received positive feedback that allowed the project to continue with final design and permitting.

iii. Original and completed time schedule:

Deliverable was provided within two months of notice to proceed; schedule was met.

iv. Discuss if the project stayed within agreed upon budget:

Project stayed within agreed upon budget



i. Client:

Grant County PUD No. 2
14352 Hwy 243 S
Beverly, WA 99321

Project Manager:
Brandon Little
(509) 750-6481
blittle@gcpud.org

» Project involved working with USACE

Crescent Bar Off Island Recreational Improvements

ii. Date(s) of the service and description of the work performed:

2008-2018: Mott MacDonald completed final engineering design for the Grant County Public Utility District Crescent Bar Recreational Off-Island Improvement Project located on the Wanapum Reservoir. MacKay Sposito completed constructability review for this project. Mott MacDonald was responsible for final engineering design of these project elements:

- » Shoreline stabilization improvements for day use park shoreline, bridge crossing, and boat basin adjacent to the Day Use Marina
- » Navigation channel and boat basin dredging, dredged material management, and dredged material disposal
- » Navigation aids
- » Swim area improvements (dredging, beach fill, swim barrier)
- » New boat ramp and handling floats
- » New Day Use Marina and gangways.

iii. Original and completed time schedule:

Off Island design started: 2013; Construction completion: 2017

iv. Discuss if the project stayed within agreed upon budget:

Project stayed within agreed upon budget



North Willapa Bay Erosion Shoreline Stabilization Design

i. Client:

Pacific County
PO Box 6
South Bend, WA 98586

Project Manager:
Kathy Spoor
(360) 875-9334 x2235
kspoor@co.pacific.wa.us

ii. Date(s) of the service and description of the work performed:

2016–2019: Mott MacDonald developed conceptual, preliminary and final design of a preferred erosion protection demonstration project. They led a team that included six subconsultants. Tasks included data compilation and review, assessment of coastal erosion processes, production of engineering design and permit application documents, development of final engineering documents, development of an erosion protection Master Plan, and facilitation of stakeholder and public involvement processes.

Mott MacDonald conducted wave analysis and modeling, erosion and sedimentation assessments, evaluation of tidal channel morphological evolution, and analysis of aerial photographs. They assisted with the development of evaluation protocols and prioritization methodology to identify a preferred alternative. The result of the project was a permitted final design and bidding package for a soft shoreline stabilization design along approximately one mile of shoreline.

iii. Original and completed time schedule:

April 2018 – March 2020; schedule was met

iv. Discuss if the project stayed within agreed upon budget:

Project was completed under budget.



Grant County PUD Shoreline Stabilization

i. Client:

Grant County PUD No. 2
14352 Hwy 243 S
Beverly, WA 99321

Project Manager:
Brandon Little
(509) 754-5088
blittle@gcpud.org

ii. Date(s) of the service and description of the work performed:

2009–2013: This project was completed more than 5 years ago, but we included it for the similarities to the CRSSCPM project. The project was undertaken to specifically protect cultural resources from bank erosion. This project involved preparing complete permitting and construction bid packages for 11 sites along the Columbia River.

MacKay Sposito worked with Grant PUD and permit agencies to develop a range of cost-effective shoreline stabilization solutions that ranged from armored riprap, large woody debris, synthetic walls, biodegradable walls, and planted slopes. MacKay Sposito prepared complete bid documents, obtained all necessary permits, performed construction management and inspection, and conducted post-construction monitoring and inspection for plant survival. The project was extremely successful in protecting the resources and remains in place with excellent plant establishment, in spite of an extended Columbia River reservoir drawdown for the Wanapum Dam emergency repairs.

iii. Original and completed time schedule:

Project remained within Grant County's expected schedule for delivery

iv. Discuss if the project stayed within agreed upon budget:

Project was completed within the agreed and scoped budget

» Project involved working with USACE

2. References

We are proud of the projects we have been involved in. We encourage you to contact our references to verify our technical skills, ability to meet schedule and budget, and our commitment to quality and service.

MacKay Sposito Reference

GRANT COUNTY PUD NO. 2
PO Box 878
Ephrata, WA 98823

Jerri Mickle, Parks & Recreation Supervisor
jmickle@gcpud.org
(509) 754-6754

Description of services provided: Recreation design, boat ramp and float design, day use parks, shoreline stabilization, jetties, complete bid document packages.

Timeframe of services provided: 2009-2019

Mott MacDonald Reference

DOUGLAS COUNTY PUD
1151 Valley Mall Pkwy
East Wenatchee, 98802

Scott Kreiter, Recreational & Cultural Resources Manager
scottk@dcpud.org
(509) 881-2327

Description of services provided: Engineering analysis and design, construction phase support for projects including navigation channel improvements, marine infrastructure (boat ramps, handling floats, docks, piers, etc.) design, dredging, and shoreline protection.

Timeframe of services provided: 2009 to present.

Shannon & Wilson Reference

RGW ENTERPRISES, PC / CONTRACT ENGINEER
for City of Richland's Economic Development Dept
3250 Port of Benton Blvd
Richland, WA 99354

Roger G Wright, PE, Contract Engineer
roger@rgwenterprises.com
(509) 375-3565

Description of services provided: Shannon & Wilson has worked on a number of City projects led by Roger Wright continuously for more than 10 years. Services have included: wetland delineations, jurisdictional determination requests from USACE, local and state environmental permit applications, concurrent and advance wetland mitigation plan development and oversight of mitigation plan implementation, long-term performance monitoring of mitigation, geotechnical engineering investigations and recommendations, groundwater and surface water studies, and environmental sampling and reporting.

Timeframe of services provided: 2010-2020

MacKay Sposito and Mott MacDonald Reference

GRANT COUNTY PUD NO. 2
PO Box 878
Ephrata, WA 98823

Brandon Little, Engineer
blittle@gcpud.org
(509) 754-5088

Description of services provided: Engineering analysis and design, recreational site design for marine infrastructure (boat ramps, jetties, launch floats, docks, piers, etc.), parks, trails, campgrounds, dredging, shoreline stabilization and protection. Preparation of complete bid packages. Construction phase support including construction inspection.

Timeframe of services provided: 2009-2018





Appendix



PAUL HARMSEN, PE
Project Manager / Director of
Engineering

YEARS RELATED EXPERIENCE: 22

EDUCATION:

- » Bachelor of Science in Civil Engineering and Master's Degree in Civil and Environmental Engineering, both from the University of Washington

LICENSURE/CERTIFICATION:

- » Professional Engineer: CA, WA, OR
- » Graduate, Leadership Tri-Cities, 2015
- » ASCE Columbia Section, Past President

HOW WILL PAUL HELP YOU?

Paul brings over 22 years of engineering experience. Paul's experience includes shoreline stabilization, site development recreation facilities, and stormwater design and modeling. His specific recreation facility engineering experience includes feasibility studies, alternative analysis, conceptual and final design document development, permitting and construction of recreation projects. Paul is one of the company's senior engineers and quality control experts. He has overseen the execution of conceptual designs, final construction documents and permitting for a wide variety of projects including boat launches, day use parks, campgrounds, shoreline restoration, trails, and non-motorized boating.

KEY EXPERIENCE

Wanapum and Priest Rapids Shoreline Stabilization, Grant County PUD No. 2, Grant County, WA

Grant County PUD No. 2 hired MacKay Sposito to assist with environmental engineering design, permitting, and construction management for 8 degraded shoreline sites on the Wanapum Reservoir and 3 sites on the Priest Rapids Reservoir. To complete the design, for each site, MacKay Sposito prepared surveys (upland and bathymetric), studied the operational procedures for the reservoir, estimated high and low reservoir surface elevations, calculated wave erosion forces, and determined plant species that would survive at various elevations. Environmental restoration techniques that were used to stabilize the cut banks and minimize further erosion included armored riprap, geosynthetic walls, bio-degradable walls, slope restoration, introduction of native riparian and upland plantings, as well the addition of woody debris to assist in sedimentation and for creation of habitat. MacKay Sposito also assisted the District through the permitting of the proposed stabilization work. As project manager, Paul coordinated the permitting effort including preparation of the Army Corps of Engineers alternative analysis, mitigation narrative and JARPA permit documents. Paul oversaw the preparation of the construction drawings, project specification, bid form, and construction cost estimate. MacKay Sposito performed construction management and inspection and plant survival monitoring. The project was extremely successful in protecting the resources and remains in place with excellent plant establishment, in spite of an extended Columbia river reservoir drawdown for the Wanapum dam emergency repairs.

MacKay  Sposito



Forebay Campground and Boat Launch Facility, Seattle City Light, Pend Oreille County, WA

MacKay Sposito has been hired to design and permit renovations to an existing campground and boat launch facility on the Pend Oreille River. The project includes the expansion of the existing campground, circulation and day use improvements, shoreline restoration and bringing the boat launch into compliance with current ADA regulations. Paul was the project manager and oversaw the feasibility study, preliminary and final engineering design of the upland components, coordinated and managed the in-water design efforts. For final design, Paul was responsible for development of final engineering designs for the stormwater system, water system improvements, irrigation system improvements, parking lot and vehicle circulation and site grading.

Priest Rapids Recreation Area, Grant County PUD No. 2 Grant County, WA

The Priest Rapids Day Use Facility, trails and trailheads are located along the Columbia River in Grant County, WA. The day use area and campground improvements included the development of an ABA accessible parking lot, swimming beach, vault toilet, dumpster enclosures, and campsite improvements. This facility acts as the trail head that provides a connection to the 3.1 mile Priest Rapids Shoreline Trail that was designed by MacKay Sposito. The boat launch facility included the demolition of two existing boat launches, the development of a new three-lane boat launch with ABA compliant ramps and floats, new parking area that includes boat queuing, tie-down area, vault toilets, and picnic tables. The launch facility expansion included an expanded boat basin and navigation channel requiring significant dredging, the construction of a large naturalized jetty, and preparation of an USACE alternative analysis. Upland improvements included the development of several parking areas, gravel and asphalt trails, interpretive signage, vault toilets, trash receptacles, and viewing areas. Paul was the project manager for this project.



**BRYAN COLE, PLA, ASLA,
CLARB**

**Director of Landscape
Architecture & Planning**

YEARS RELATED EXPERIENCE: 28

EDUCATION:

- » Bachelor of Arts and Architecture
from the University of Idaho

LICENSURE/CERTIFICATION:

- » Registered Landscape Architect: WA,
OR, ID
- » Member of American Society of
Landscape Architects
- » Member of Council of Landscape
Architecture Registration Board

HOW WILL BRYAN HELP YOU?

Bryan Cole is the Director of Landscape Architecture and Planning at MacKay Sposito and is responsible for managing the firm's licensing, permitting and implementation of FERC related recreation projects. He has over 12 years of experience in the planning, design and permitting of FERC recreation and relicensing projects for a variety of public and private utility providers. During this time Bryan was involved with a variety of resource and recreation facilities that included the initial planning, management and design. His involvement includes collaborating with a multitude of stakeholders, such as the USACE, US Forest Service, and US Fish and Wildlife Service.

KEY EXPERIENCE

Yakima River Gateway, City of Richland, Richland, WA

The City of West Richland received a Recreation and Conservation (RCO) Grant for the development of a waterfront park along the Yakima River. The project includes the design of a trailhead, approximately 1-mile of trail, a nonmotorized boat launch facility and public open space. This scope also included restoration and mitigation improvements as well as a cultural resources inventory. Our team was hired to design, permit and oversee construction of the project. We were also asked to provide public involvement support. The Gateway was finished and opened to the public in late 2017. Bryan was the project manager, lead landscape architect, and recreation designer on this project.

Forebay Campground and Boat Launch Facility, Seattle City Light, Pend Oreille County, WA

Seattle City Light's FERC license mandated improvements to Forebay Recreation Area's existing campground, day use area, and boat launch as they did not meet current federal ABA standards. MacKay Sposito provided site reconnaissance, public outreach, concept preparation, development of construction drawings, permit assistance, preparation of cost estimates, and complete site designs. The project also included the design of a new day use area, RV campsites, car parking sites, parking lots, a new plumbed restroom, large group shelter, stormwater improvements, and an improved launch float. Creative, yet practical designs were used to minimize safety concerns and traffic congestions in the area and maintain the character of the existing site. MacKay Sposito worked with Seattle City Light to obtain in-water and shoreline permits, and a shoreline erosion prevention design was prepared to protect the site from further erosion. Bryan was the lead landscape architect and recreational specialist on this project.



Priest Rapids Recreation Area, Grant County PUD No. 2 Grant County, WA

The Priest Rapids Day Use Facility, trails and trailheads are located along the Columbia River in Grant County, WA. The day use area and campground improvements included the development of an ABA accessible parking lot, swimming beach, vault toilet, dumpster enclosures, and campsite improvements. This facility acts as the trail head that provides a connection to the 3.1 mile Priest Rapids Shoreline Trail that was designed by MacKay Sposito. The boat launch facility included the demolition of two existing boat launches, the development of a new three-lane boat launch with ABA compliant ramps and floats, new parking area that includes boat queuing, tie-down area, vault toilets, and picnic tables. The launch facility expansion included an expanded boat basin and navigation channel requiring significant dredging, the construction of a large naturalized jetty, and preparation of an Army Corps of Engineers alternative analysis. Upland improvements included the development of several parking areas, gravel and asphalt trails, interpretive signage, vault toilets, trash receptacles, and viewing areas. Bryan was the lead landscape architect and recreation designer on this project.

Metaline Boat Launch, Pend Oreille County, WA

MacKay Sposito provided surveying, landscape architecture, marine engineering, and civil engineering services to Seattle City Light for the existing boat ramp and public use park. The work area was at the North end of the town of Metaline and adjacent to the Pend Oreille River. MacKay Sposito developed several conceptual designs that met the site constraints and the FERC license requirement. The conceptual designs were shared with the community through a design charrette process to solicit additional feedback and community input. The design team is in the process of preparing a revised conceptual design. Bryan's involvement included the preparation of the conceptual master plans that were used during the public involvement process. Improvements included trails, boat launch improvements, a new restroom, play equipment, picnic shelters and parking.



RUSS CHRISMAN, PE
Project Engineer

YEARS RELATED EXPERIENCE: 24

EDUCATION:

- » Bachelor of Science in Civil Engineering Technology, Oregon Institute of Technology

LICENSURE/CERTIFICATION:

- » Professional Engineer: WA

HOW WILL RUSS HELP YOU?

Russ is one of the most versatile engineers you will likely ever meet. Over the past decade he has worked on a wide variety of project types, including park and recreation projects ranging from neighborhood parks to large regional recreation facilities. His role will be to provide engineering design for the required recreation improvements and will work closely with the team to develop the required construction and permit documents. Russ' expertise and attention to detail will ensure that construction documents are accurate, adhere to City of Richland standards, and identify and quantify construction pay items.

KEY EXPERIENCE

Yakima River Gateway, City of Richland, Richland, WA

The City of West Richland received a Recreation and Conservation (RCO) Grant for the development of a waterfront park along the Yakima River. The project includes the design of a trailhead, approximately 1-mile of trail, a nonmotorized boat launch facility and public open space. This scope also included restoration and mitigation improvements as well as a cultural resources inventory. Our team was hired to design, permit and oversee construction of the project. We were also asked to provide public involvement support. The Gateway was finished and opened to the public in late 2017. Russ was the project engineer for this project.

Forebay Campground and Boat Launch Facility, Seattle City Light, Pend Oreille County, WA

MacKay Sposito has been hired to design and permit renovations to an existing campground and boat launch facility on the Pend Oreille River. The project includes the expansion of the existing campground, circulation and day use improvements, shoreline restoration and bringing the boat launch into compliance with current ADA regulations. Russ was responsible for water system design, grading, and plan QA/QC.

Priest Rapids Shoreline Stabilization, Grant County PUD No. 2, Grant County, WA

This project consisted of eleven sites along a 36-mile stretch of the Columbia River and two upland sites that were actively eroding or had signs of recent erosion. The project involved developing a fish and environmentally friendly solution to stop the erosion and prevent future erosion. A bio-engineered vegetated wall solution was selected and fitted to each of the areas of erosion. The solution was permitted by several governmental agencies. MacKay Sposito prepared full construction drawings, assisted with permitting, prepared project specifications, and is currently assisting with construction management. Russ was the project engineer for this project.





CORY DOPP, PLS
Project Surveyor

YEARS RELATED EXPERIENCE: 23

EDUCATION:

- » Bachelor of Science in Geomatics from Oregon Institute of Technology

LICENSURE/CERTIFICATION:

- » Professional Land Surveyor: WA, OR, ID
- » Land Surveyors' Association of Washington
- » National Society of Professional Surveyors

MacKay  Sposito

HOW WILL CORY HELP YOU?

Cory brings a wealth of experience in surveying and mapping to any project and has led projects all over the Northwest. Why do our clients continue to seek Cory's talent for their projects? Because he will do whatever it takes to meet a deadline. He's also known for successfully juggling multiple projects all with strict deadlines from our clients. In addition to his 23 years of surveying experience, Cory is our software apps guru. He has been an adjunct instructor at Clark College since 2009, instructing Software Applications for their Geomatics program.

KEY EXPERIENCE

Argent Road, Phase 1 Widening, City of Pasco, Pasco, WA

Cory provided coordination and oversight of the field surveying and base map production to support our design team's efforts on the widening of Argent Road. Survey work included a UAV flight of the design corridor supplemented with conventional topographic ties and utility information. Boundary research and a right-of-way determination were performed to create a comprehensive base map for the project. Legal descriptions and exhibits were prepared for the acquisition additional right-of-way and temporary construction easements from adjoining property owners. A right-of-way survey map was prepared in accordance with WSDOT's Right-of-Way Manual.

Wallula HP Pipeline Project, Cascade Natural Gas, Walla Walla County, WA

Our survey and UAV team completed a full topographic survey of the 7-mile pipeline route with a 50-foot grid pattern. We flew the preferred alignment route with our UAV to obtain topographic data, which was supplemented with traditional survey data to create a georeferenced orthomosaic. Due to the remote location of this project, we determined the UAV was a useful and efficient tool, as we were able to complete the flights in one day. After collecting all the field data, we generated a 3D point cloud and digital terrain model to provide a base map with 3/10 of a foot vertical accuracy to be used for the pipeline design. Cory served as the Professional Land Surveyor and was responsible for data processing and accuracy.

Big Pasco Road, Port of Pasco, Pasco, WA

Cory led the survey work to support the design on the Big Pasco Road reconstruction project. A combination of conventional topographic data acquisition and a UAV flight were used to map this site, which included 17,500 feet of linear topo. Extensive utility coordination was needed to get sufficient locates on the ground, which were then documented by the UAV flight. Cory performed the title review and boundary resolution for the project,



and generated a digital terrain model and base map for the final design. This contract was setup using WSDOT Standard Specifications and WSDOT AWP Local Agency Special Provisions, which were used to guide the project.

Draft



AMY SUMME, PWS
Environmental Scientist

YEARS RELATED EXPERIENCE: 23

EDUCATION:

- » BS, Environmental Science from Washington State University
- » BS, Zoology from Washington State University

LICENSURE/CERTIFICATION:

- » Professional Wetland Scientist (PWS)
- » Certified Senior Biological Assessment Writer, WSDOT, 2020

HOW WILL AMY HELP YOU?

Amy is a senior biologist and permitting specialist with over 20 years of experience on public and private projects in Eastern and Western Washington. A thorough knowledge of Washington's environmental regulations coupled with wetland and shoreline expertise give Amy skills to help bring projects into compliance with state and federal mandates and facilitate smooth permitting. Amy has proven experience in the permitting requirements and timelines for federal, state, and local permits. Amy has successfully guided clients through the permitting process, including local critical areas and shoreline permits, SEPA, WDFW Hydraulic Project Approval, Section 10 and Section 404 Corps permits, 401 Water Quality Certification, NPDES Construction Stormwater and Hatchery Discharge permits, and other specialized Tribal approvals. At the project level, Amy has extensive experience performing wetland delineations, developing mitigation and restoration plans, and writing biological assessments. In addition, Amy has assisted in sensitive areas inventory projects for local municipalities, participated in Comprehensive Plan updates, led Shoreline Master Program updates, and updated local critical areas regulations.

Amy and her colleague Merci have already prepared a draft Biological Assessment for the boat basin widening and deepening effort, and reviewed and commented on the City's draft permit applications. She will be able to efficiently integrate the shoreline stabilization elements into the draft BA and permit applications, or develop stand-alone documents building off of that work, depending on the City's chosen strategy.

KEY EXPERIENCE

Columbia Point Marina Park Boat Basin Widening, City of Richland, Richland, WA

Shannon & Wilson was contracted in 2019 by the City of Richland's Parks and Public Facilities Department to support the City's efforts to both widen and deepen the boat inlet into the Columbia Point Marina boat basin. Amy was the project manager for preparation of a Biological Assessment (BA) under the Endangered Species Act to support listed species consultation, review of the City's draft SEPA checklist and shoreline application, and review of the City's draft JARPA. A draft BA and comments on the City's SEPA checklist and JARPA were delivered to the City in mid-November 2019 along with a list of questions and request for updated plans necessary to finalize these and the remaining deliverables. The project was subsequently put on hold.



Richland Rivershore Assessment, City of Richland, Richland, WA

Shannon & Wilson was contracted by the City of Richland's Parks and Public Facilities Department to assess existing hydrologic and geotechnical conditions that may be contributing to bank instability along approximately 1,700 feet of Riverfront Trail along the Columbia River. A preliminary hydraulic engineering site assessment was completed that included a comparison of three mitigation options for long-term Riverfront Trail bank stability protection; an analysis of local, state, and federal permit requirements; and recommendations for invasive species (Russian olive) vegetation management. The report concluded with recommendations for enhancing the stability of the riverbank adjacent to the trail using a mix of bio-engineering methods. In collaboration with a landscape architect, Shannon & Wilson provided the City with presentation-quality graphics and illustrations that show the proposed stabilization methods along with an integrated public access plan featuring trails and a viewing platform. The City used the materials in meetings with local elected officials and the U.S. Army Corps of Engineers, and received positive feedback that allows the project to continue with final design and permitting.

Mill Creek Road Realignment and Blue Creek Bridge Replacement, Walla Walla County Public Works Department, Walla Walla County, WA

Amy prepared the Biological Assessment for replacement of the Mill Creek Road crossing of Blue Creek and reconstruction of the approaches and intersections of Mill Creek Road and Blue Creek Road. The project will increase pollution-generating impervious surfaces but will eliminate a direct discharge of road runoff from the existing bridge into Blue Creek, will increase the ability of the stream to pass flows below the bridge, and stormwater runoff from existing and new impervious surfaces will be treated in a bioswale and/or discharged onto vegetated shoulders for treatment and infiltration. WSDOT forwarded the BA to USFWS and NOAA without revisions, and both agencies provided their letters of concurrence with no BA revisions in less than three months from receipt of the BA from WSDOT.





CLINT WILSON, PE
Geotechnical Engineer

YEARS RELATED EXPERIENCE: 19

EDUCATION:

- » Bachelor of Science from Oregon State University
- » Post-graduate Studies (Geotechnical) from Washington State University

LICENSURE/CERTIFICATION:

- » Professional Engineer (Civil): WA

HOW WILL CLINT HELP YOU?

Clint's geotechnical experience includes projects involving rock excavation, excavation dewatering, shallow and deep foundations, and construction on slopes. His areas of expertise include rock competency characterization, foundation design, global stability, and roadway planning and design. Clint has performed geotechnical engineering for a variety of highways and bridges, dams, levees, canals, tunneled and open-excavation pipelines, tanks, and commercial and residential development projects in Washington, Oregon, Idaho, Nevada, Utah, and California.

KEY EXPERIENCE

Columbia River Intake, City of Pasco, Pasco, WA

Geotechnical construction observation/management services for the new Columbia River Intake (CRI) along the Columbia River east shoreline, below Interstate 182 westbound lanes, in west Pasco. The work was part of an approximately \$7.5 million project for the west Pasco water treatment plant. Clint was the Project Manager. The project included: an approximately 85-foot-deep by 25½-foot-diameter wet-well constructed of 48-inch-diameter secant piles; two 250-horsepower pumps with a capacity of six million gallons per day; a 48-inch diameter, approximately 227-foot-long intake shaft constructed utilizing a microtunneling boring machine extending from beneath the Columbia River to the wet-well; a screen structure over the intake shaft within the Columbia River supported by HP14x89 piles; and a control building constructed over the secant pile shaft/wet-well footprint. Shannon & Wilson provided periodic review and comment of contractor submittals, construction observation of shoring (i.e., secant piles), microtunneling, dewatering elements, excavation, and in-water H-pile installation.

Mill Creek Road Realignment and Blue Creek Bridge Replacement, Walla Walla County Public Works Department, Walla Walla County, WA

The County replaced a 1940s era, 80-foot-long by 25-foot-wide, three-span, T-beam Mill Creek Road bridge and realigned the Blue Creek Road intersection north of the bridge location. The winter 1996 floods caused significant erosion around the bridge structure foundations and approach embankments. Intersection improvements were necessary due to a difficult grade transition and acute angle (approximately 20 degrees). The new intersection is at an approximately 90 degree angle. The replacement bridge is an approximately 100-foot-long, 35-foot-wide minimum, single-span structure with steel or concrete girders. An approximately 300- to 400-foot-long, up



to 9-foot-tall, MSE wall founded within the weak loess soils extends from the bridge northwest corner to retain fill for grade revisions. The geotechnical scope included drilling 40-foot deep exploratory borings near each bridge abutment, two 30-foot deep borings for the MSE wall, and five 20- to 30-foot deep borings and six seismic refraction surveys for the realignment through bedrock cuts. Clint guided and reviewed the geotechnical engineering and report preparation which presented bridge pile and MSE wall design and construction recommendations, and an estimate of rock rippability for the Blue Creek Road intersection realignment.

Duportail Bridge, City of Richland, Richland, WA

This project involved a new bridge to span the Yakima River and four-lane roadway with turn pockets, bike lane(s), and sidewalk(s) between SR 240 and Queensgate Drive. The ±700-foot-long bridge required five spans with piers located in the Yakima River and bedrock-exposed steep hillside. The bridge was constructed in a radial curve and sloped at approximately 7% in profile. Clint completed a Phase 1 type, size and location (TS&L) study and additional explorations within the Yakima River via a helicopter-loaded barge. The Phase 1 TS&L Foundation Report described diverse subsurface conditions, feasible foundation types, and foreseeable construction issues. The subsurface consists of exposed and shallow basalt bedrock along the south-southwest side transitioning to deep (>60 ft) sands, coarse gravels, and cobbles to boulders along the north-northeast side. Temporary bridge pile driving was a concern to the design team due to the shallow bedrock and coarse granular materials following the river drilling. We presented the project concerns to WSDOT/ADSC and WSDOT/AGC joint committees to evaluate constructability concerns related to the proposed drilled shafts, temporary work bridge, and hillside construction. Final design services, including exploratory borings at the remaining bents and seismic refraction to characterize the bedrock competency, provided: an assessment of potential rock slope instability, and recommendations for rock cut slope inclinations, foundations, structural earth walls, and earthwork. We provided our design geotechnical report in 2017 and are currently assisting the city with construction phase services.



JOHN DAWSON, PE
Marine Engineer

YEARS RELATED EXPERIENCE: 11

EDUCATION:

- » M Eng, Coastal & Ocean Engineering from Oregon State University
- » BS, Civil & Environmental Engineering from University of Washington

LICENSURE/CERTIFICATION:

- » Professional Engineer (Civil): WA
- » M-ASCE
- » Western Dredging Association (WEDA) Member
- » WEDA Environmental Commission

HOW WILL JOHN HELP YOU?

John is a coastal engineering project manager with 11 years of experience leading a range of multidisciplinary infrastructure development projects in the North America and abroad. He is skilled in project management, value engineering and coastal, fluvial, and water resources engineering. John's experience as a project manager and coastal engineer includes supporting both public and private-sector clients. He applies strong skills in collaborating and planning with project functional teams and leaders in developing project execution plans, including documenting, and effectively communicating complex project issues for review and approval processes. He has a high degree of competency in integrated project planning and project performance baseline management. John's technical background and expertise includes coastal and water resources engineering, including the design of coastal infrastructure, dredging, shoreline stabilization, dredged material management, and beneficial sediment reuse.

KEY EXPERIENCE

Carpenter Island Boat Launch and Navigation Channel Improvements, Douglas County PUD, Pateros, WA

As the Project Engineering, John was responsible for final design review and construction support for a public boat launch and navigation channel constructed downstream of Wells Dam on the west side of the Columbia River. Project work included excavation and grading for the new boat launch, precast concrete panel design, maintenance dredging of the navigation channel (approximately 40,000 cubic yards), pile and navigation aid design, and miscellaneous upland improvements. Duties included final contract document QA/QC related to the dredging work, bidding phase support, construction administration, and periodic on-site construction management.

Crescent Bar Recreational Improvements, Grant County PUD No. 2, Crescent Bar, WA

This project was part of the Shoreline Management Plan for Grant County PUD No. 2 that included improvements to various recreational and boating facilities. Mr. Dawson assisted in engineering analysis and design of recreational improvements and shoreline stabilization measures at the Priest Rapids Project at Crescent Bar on Wanapum Lake, WA. He completed feasibility engineering analysis and preliminary and final design process for in-water project components that included maintenance dredging, dredged material disposal and beneficial reuse, aquatic restoration and mitigation, and shoreline stabilization.

**MOTT
MACDONALD** **M** **M**



Cedar River Maintenance Dredging and Flood Control Project, City of Renton, Renton, WA

As Project Manager, John was responsible for the final design and construction management of a 1.5-mile-long maintenance dredging, bank protection, and levee repair project within the lower Cedar River in Renton, WA to provide flood control for adjacent properties owned by Boeing and the City of Renton. Project work included the maintenance dredging of approximately 100,000 cubic yards of clean sediment, new bank stabilization, levee reconstruction, road repair, and outfall installation/repair. All dredged sediments (gravels and sand) were beneficially reused within as aggregates for the production of concrete and asphalt. Duties included leading the preparation of all engineering analysis and design, final contract document preparation, project performance baseline management, and full-time construction management and administration.

Maintenance Dredging Program, Port of Kalama, Kalama, WA

Responsible for all maintenance dredging projects at the Port from 2012-2016. Project work included the maintenance dredging and in-water placement/beneficial reuse of approximately 600,000 CY of clean dredged material back into the natural littoral system of the Columbia River. Terminal basin modifications and the identification of new placement sites resulted in saving over \$10M+ USD in dredging costs over the contract period. This work included working closely with federal, state, and local agencies to streamline environment permitting and regulatory compliance, including working closely with the Portland District USACE to implement the use of Adaptive Management Plans. John was the Project Manager for this program.

Waterfront Park Hydraulic Engineering, City of Vancouver, Vancouver, WA

John was the Project Engineer, conducted engineering studies in the form of river hydraulic and geomorphologic analysis for the City of Vancouver's Waterfront Park project. He assessed the riverbank conditions during a site visit with the project team and City staff. He led the preparation and development of the technical design documents (plans and specifications and cost estimates) at the 30, 50 and 90 percent design-level for shore protection and beach restoration project elements.

**MOTT
MACDONALD** **M** **M**





BRENT HICKS
Cultural Resources Lead

YEARS RELATED EXPERIENCE: 30

EDUCATION:

- » Master of Arts in Anthropology from Western Washington University
- » Bachelor of Arts in Recreation and Parks Administration from Western Washington University

LICENSURE/CERTIFICATION:

- » Register of Professional Archaeologist No. 12663
- » Meets the Secretary of the Interior's Professional Qualification Standards in Archaeology
- » Association for Washington Archaeology
- » Society for American Archaeology
- » Alaska Anthropological Association



HOW WILL BRENT HELP YOU?

Brent has over 30 years of experience in cultural resources management (CRM). He has conducted and managed archaeological investigations in Washington, Oregon, Idaho, and California. He is skilled in all aspects of research and fieldwork in archaeology and has a strong background in lithic artifact analysis. Brent has managed cultural resource management projects on federal, state, and private lands, including inventories, evaluations, and site mitigation (e.g., protection and data recovery) and burial site recovery and protection. He has prepared numerous management documents, including Historic Property Management Plans and Memoranda of Agreements.

Hicks will serve as the Cultural Resources Lead on the project, assisting the team in understanding the National Historic Preservation Act compliance requirements and helping with consultation with the Corps of Engineers.

KEY EXPERIENCE

Cultural Resources Services for the Hanford Reach National Monument Heritage and Visitor Center Project, City of Richland, Benton County, WA

Principal Investigator, HRA conducted cultural resources surveys of two locations along the Columbia River in support of the Richland Public Facilities District's proposal to build The Reach, an historic and natural resources interpretive center. HRA conducted intensive inventories of an area on Columbia Point and at the west end of Columbia Park. The projects included pedestrian survey for archaeological materials and historical buildings and structures, subsurface shovel test probes, and backhoe "skip" trenches. Both projects involved U.S. Corps of Engineers land and an ARPA permit was obtained for the work. The project involved numerous meetings with RFPD staff as well as with the Corps, the State Department of Archaeology and Historic Preservation, and members of five Tribes that claim an important traditional connection to Columbia Point.

Gable Mountain UXO Cultural Resource Services

Project Manager and Principal Investigator, Environmental Assessment Services (EAS), in coordination with Mission Support Alliance, contracted with HRA to conduct an assessment of whether the Section 106 process was followed in an appropriate manner during an earlier project involving the removal of unexploded ordnance (UXO) on the Hanford Site in central WA. The United States Department of Energy contracted with a government contractor to complete a review of potential impacts of this activity on cultural resources



in 2012, in accordance with NHPA and other applicable federal historic preservation legislation and regulations. As a result of concerns expressed by the consulting parties, HRA examined documents associated with the Removal of Unexploded Ordnance Materials on Gable Mountain Project, consulted with agency staff and Tribes, conducted an on-site field visit, and completed a technical report summarizing the results of the assessment.

Benton-Othello Transmission Line Rebuild Project

Project Manager, HRA worked with Avista to review a planned rebuild of nearly 30 miles of the existing Benton-Othello electric transmission line located in Franklin and Benton Counties. The Project is located on land owned by the Bureau of Reclamation, the US Fish and Wildlife Service, and the Department of Energy's Hanford Reservation and crosses the Columbia River replacing the existing wood poles with steel structures. HRA completed a cultural resources inventory locating 28 archaeological resources and several NRHP eligible buildings. HRA worked with Avista to avoid and minimize effects to significant resources. Avista also contracted with three Tribes for TCP studies and HRA incorporated the results into its technical report that will be submitted to DOE and DAHP. HRA drafted an MOA and assisted Avista in consultation with the agencies and tribes to finalize the agreement. Finally, HRA provided archaeological monitors during construction at sensitive locations of the project alignment.

Bonneville Power Administration (BPA) Federal Columbia River Power System Research Design

Project Manager and principal author for preparing a Systemwide Research Design (RD) for the Federal Columbia River Power System Program area. The RD will assist the U.S. Army Corps of Engineers, BPA, and Bureau of Reclamation with compliance with the National Historic Preservation Act at 14 dams and reservoirs in the Columbia and Snake River basins within the states of OR, WA, ID, and MT. The purpose is to facilitate an understanding of the history and culture of the Columbia Basin and its peoples on a broader scale than at the project level. The RD identifies types of materials or data that are important to analyze and collect to address research questions and defines methods to enable data synthesis and comparison between properties across geographic areas.





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 171-20, Approving the Final Plat of The Reserve at Summerview Terrace - Phase 2

Department:
Development Services

Ordinance/Resolution Number:
171-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 171-20, approving the final plat of The Reserve at Summerview Terrace - Phase 2.

Summary:

The final plat of The Reserve at Summerview Terrace - Phase 2 proposes to divide 13 acres into 34 single-family residential lots. Phase 2 is the final phase of the larger 62-lot preliminary plat.

This phase includes an extension of Meadow Hills Drive, which now connects Crested Hills to Westcliffe. Also included is a transfer of land to Friends of Badger Mountain (Tract A of Phase I).

All public improvements have been constructed and accepted by the City.

Staff recommends adoption of Resolution No. 171-20.

Fiscal Impact:

Final plat approval will allow for the creation of 34 new lots available for single-family home construction, which will contribute to Richland's tax base by increasing the City's total assessed value.

Attachments:

1. Resolution No. 171-20
2. Vicinity Map

RESOLUTION NO. 171-20

A RESOLUTION of the City of Richland approving the final plat of The Reserve at Summerview Terrace - Phase 2, subject to the conditions of approval of REVISED Technical Advisory Committee Report S2017-100, Richland Hearing Examiner's May 2, 2017 Report No. S2017-100, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 86-17.

WHEREAS, on March 23, 2017, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of The Reserve at Summerview Terrace as submitted by Viking Builders, LLC; and

WHEREAS, the Richland Hearing Examiner recommended the Richland City Council conditionally approve the preliminary plat of The Reserve at Summerview Terrace; and

WHEREAS, on June 6, 2017, Richland City Council held a closed-record hearing to consider The Reserve at Summerview Terrace preliminary plat application and the recommendation of the Richland Hearing Examiner. Council took action to approve the preliminary plat; and

WHEREAS, the public improvements required for the plat of The Reserve at Summerview Terrace - Phase 2, consisting of 34 lots on 13 acres, have been fully constructed in accordance with the conditions of approval contained in REVISED Technical Advisory Committee (TAC) Report S2017-100 dated March 9, 2017 and the May 2, 2017 Richland Hearing Examiner's Report No. S2017-100.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of The Reserve at Summerview Terrace - Phase 2, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the following:

1. The conditions of approval contained in REVISED Technical Advisory Committee Report S2017-100, attached hereto and incorporated herein as **Exhibit B**;
2. The Richland Hearing Examiner's May 2, 2017 Report No. S2017-100, attached hereto and incorporated herein as **Exhibit C**; and
3. The findings and conclusions of the Richland City Council as adopted by Resolution No. 86-17.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

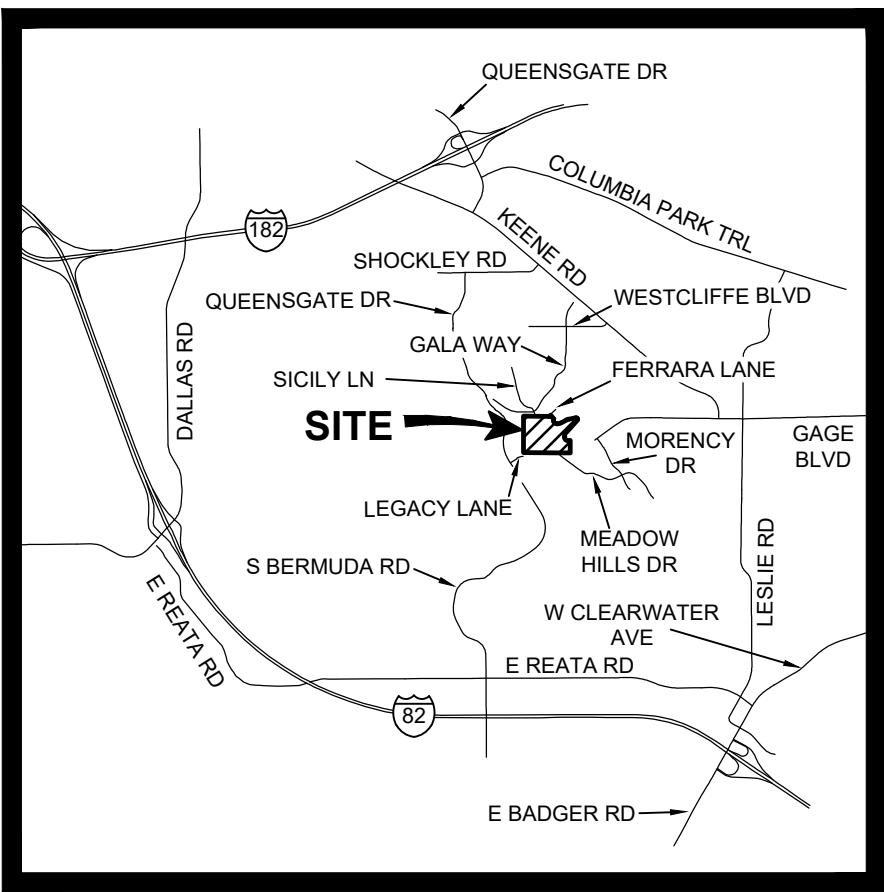
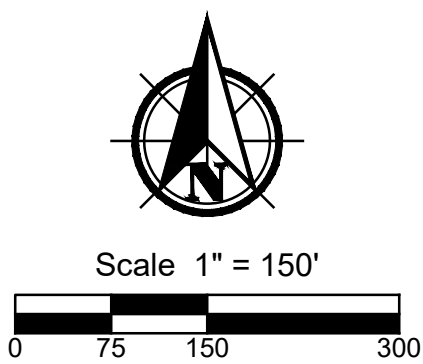
Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

THE RESERVE AT SUMMERVIEW
TERRACE PHASE 2

FINAL PLAT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 34
ALL IN TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS

NAD83 WASHINGTON STATE SOUTH ZONE GRID
BEARING OF S 89°16'16" E ALONG THE NORTH LINE
OF THE NORTHEAST QUARTER OF SECTION 34,
T9N, R28E, W.M., AS MEASURED BETWEEN EXISTING
MONUMENTS.

OWNER
VIKING BUILDERS, LLC.
19425 EAST BROADWAY AVENUE
SPOKANE, WA 99016

LEGEND

- ◆ INDICATES SET 3" BRASS CAP WITH PUNCH IN CONCRETE CASE AND COVER STAMPED: "PBS 2018 LS 46318" IN THIS PLAT
- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" IN THIS PLAT
- ⊙ FOUND PROPERTY PIN AS INDICATED WITHIN 0.1' OF CALCULATED UNLESS NOTED OTHERWISE
- ◆ FOUND 3" BRASS CAP IN CASE WITHIN 0.1' OF CALCULATED UNLESS NOTED OTHERWISE
- ◇ FOUND 3" BRASS CAP WITH PUNCH IN CONCRETE CASE AND COVER STAMPED: "PBS 2018 LS 46318" IN THIS PLAT
- FOUND 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" IN THIS PLAT
- CALCULATED POINT, NOT FOUND OR SET
- () R# DENOTES SURVEY REFERENCE, SEE LIST, ALSO DENOTES MEASURED DIMENSION MATCHES RECORD DIMENSION UNLESS NOTED OTHERWISE
- [####] DENOTES STREET ADDRESS
- AFN AUDITOR FILE NUMBER
- B.P.U.D. BENTON PUBLIC UTILITY DISTRICT
- C# DENOTES CURVE DATA, SEE TABLE
- ESMT EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- IRR IRRIGATION
- L# DENOTES LINE DATA, SEE TABLE
- P.U.E. PUBLIC UTILITY EASEMENT
- RW DENOTES RIGHT-OF-WAY DEDICATED IN THIS PLAT
- S.F. / AC. SQUARE FEET / ACRES
- U.S.B.R. UNITED STATES BUREAU OF RECLAMATION
- UTIL UTILITY
- VAR VARIABLE
- (VOL. , PG.) VOLUME, PAGE
- WSRS WASHINGTON STATE RECLAMATION SERVICE
- YPC YELLOW PLASTIC CAP
- - - - - SECTION OF SECTION SUB-DIVISION LINE
- - - - - EXIST. RIGHT-OF-WAY
- - - - - EXIST. RIGHT-OF-WAY CENTERLINE
- - - - - EXIST. EASEMENT
- - - - - EXIST. LOT / PROPERTY LINE (ADJACENT)
- - - - - PLAT BOUNDARY
- - - - - RIGHT-OF-WAY DEDICATED IN THIS PLAT
- - - - - RIGHT-OF-WAY / EASEMENT CENTERLINE
- - - - - NEW LOT LINE
- - - - - EASEMENT DEDICATED IN THIS PLAT

SURVEY REFERENCES

- (R1) WESTCLIFFE PHASE XIII (VOL. 15, PG. 511 OF PLATS) BY FOWLER
- (R2) "YAKIMA PROJECT, KENNEWICK DIVISION WASHINGTON" RIGHT OF WAY MAP FOR TRACT No. K, SEC. 34, T.9N, R.28E, W.M., BY U.S.B.R.
- (R3) WIRTH SURVEY FOR BOUNDARY LINE ADJUSTMENT (VOL. 1, PG. 2731 OF SURVEYS) BY FOWLER
- (R4) WESTCLIFFE PHASE IX (VOL. 15, PG. 422 OF PLATS) BY FOWLER
- (R5) CRESTED HILLS NO. 9 (VOL. 15, PG. 181 OF PLATS) BY FOWLER
- (R6) RESERVE AT SUMMERVIEW TERRACE PHASE 1 (VOL. 15, PG. 637 OF PLATS) BY MATARAZZO



PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: VIKING BUILDERS LLC.		PROJECT NO.: 4391
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 11/23/2020
CALC BY: ADM	DRAWN BY: DWW	SCALE: 1" = 150'
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST
CITY: RICHLAND	COUNTY: BENTON	SHEET 1 OF 3



PRELIMINARY

11/23/2020

SURVEYOR'S CERTIFICATE

I ALEXANDER D. MATARAZZO, REGISTERED AS A PROFESSIONAL LAND SURVEYOR BY THE STATE OF WASHINGTON HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED AND DESCRIBED HEREIN AND LOCATED IN A PORTION OF SECTION 34, T9N, R28E, W.M. SAID SURVEY HAVING BEEN PERFORMED UNDER MY DIRECTION FROM APRIL 2016 TO JULY 2020.

ALEXANDER D. MATARAZZO, PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 46318

DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2020 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

BENTON COUNTY AUDITOR

FEE NO. _____

LINE TABLE

LINE	BEARING	DISTANCE	(RECORD LENGTH)
L1	S49°06'01"W	73.19'	(R1)(R6)
L2	S88°50'49"E	15.70'	(R6)
L3	S38°32'49"E	25.70'	(R3)(R6)
L4	S02°40'49"E	58.10'	(R3)(R6)
L5	N70°26'11"E	20.49'	(20.60' R3)(R6)
L6	N53°24'31"E	118.52'	(R6)
L7	S63°50'06"E	57.52'	(R6)
L8	S00°13'06"E	119.25'	(R6)
L9	N89°46'54"E	7.38'	(R6)
L10	S52°59'13"E	131.50'	(R6)
L11	N67°47'11"W	40.74'	(R6)
L12	S07°18'53"W	134.46'	(R6)
L26	S70°09'53"W	38.92'	(R6)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	(RECORD ARC LENGTH)
C1	131.85'	254.92'	217.03'	S33°27'35"E	110°46'28"	(R6)
C2	240.99'	123.73'	122.37'	S76°26'41"W	28°25'00"	(R6)
C3	331.97'	100.62'	100.24'	S70°25'11"W	17°22'00"	(100.63' R3)(R6)
C4	45.49'	49.51'	47.10'	N69°43'19"W	62°21'00"	(R3)(R6)
C5	31.85'	45.09'	41.42'	S02°00'41"W	61°07'00"	(45.16' R3)(R6)
C6	164.59'	128.99'	126.64'	N19°56'41"E	45°15'00"	(R3)(R6)
C7	131.85'	245.96'	211.82'	S56°07'19"E	106°53'00"	(246.05' R3)(R6)
C8	610.07'	218.21'	215.08'	S80°19'05"W	20°18'22"	(R6)
C9	610.07'	135.52'	135.24'	S83°09'54"E	12°43'39"	(R6)
C10	25.00'	36.17'	33.10'	N35°21'28"W	82°53'13"	(R6)
C11	223.03'	21.57'	21.56'	S02°33'08"W	5°32'29"	(R6)
C12	593.07'	184.29'	183.55'	S81°18'59"E	17°48'15"	(R6)
C13	727.08'	220.31'	219.47'	S63°44'02"E	17°21'39"	(R6)
C14	570.06'	4.90'	4.90'	N55°17'59"W	0°29'33"	(R6)
C15	273.03'	11.49'	11.48'	N59°00'43"W	2°24'37"	(R6)
C16	131.85'	86.47'	84.93'	S70°03'30"E	3°34'37"	(R6)
C17	131.85'	82.97'	81.60'	S20°42'24"E	36°03'09"	(R6)

THE RESERVE AT SUMMERVIEW
TERRACE PHASE 2

FINAL PLAT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 34
ALL IN TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGEND

- INDICATES SET 3" BRASS CAP WITH PUNCH IN CONCRETE CASE AND COVER STAMPED: "PBS 2018 LS 46318" IN THIS PLAT
- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" IN THIS PLAT
- FOUND PROPERTY PIN AS INDICATED WITHIN 0.1' OF CALCULATED UNLESS NOTED OTHERWISE
- FOUND 3" BRASS CAP IN CASE WITHIN 0.1' OF CALCULATED UNLESS NOTED OTHERWISE
- FOUND 3" BRASS CAP WITH PUNCH IN CONCRETE CASE AND COVER STAMPED: "PBS 2018 LS 46318" IN THIS PLAT
- FOUND 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" IN THIS PLAT
- CALCULATED POINT, NOT FOUND OR SET
- () R# DENOTES SURVEY REFERENCE, SEE LIST, ALSO DENOTES MEASURED DIMENSION MATCHES RECORD DIMENSION UNLESS NOTED OTHERWISE
- [####] DENOTES STREET ADDRESS
- AFN AUDITOR FILE NUMBER
- B.P.U.D. BENTON PUBLIC UTILITY DISTRICT
- C# DENOTES CURVE DATA, SEE TABLE
- ESMT EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- IRR IRRIGATION
- L# DENOTES LINE DATA, SEE TABLE
- P.U.E. PUBLIC UTILITY EASEMENT
- RW DENOTES RIGHT-OF-WAY DEDICATED IN THIS PLAT
- S.F. / AC. SQUARE FEET / ACRES
- U.S.B.R. UNITED STATES BUREAU OF RECLAMATION
- UTIL UTILITY
- VAR VARIABLE
- (VOL. , PG.) VOLUME, PAGE
- WSRS WASHINGTON STATE RECLAMATION SERVICE
- YPC YELLOW PLASTIC CAP
- SECTION OF SECTION SUB-DIVISION LINE
- EXIST. RIGHT-OF-WAY
- EXIST. RIGHT-OF-WAY CENTERLINE
- EXIST. EASEMENT
- EXIST. LOT / PROPERTY LINE (ADJACENT)
- PLAT BOUNDARY
- RIGHT-OF-WAY DEDICATED IN THIS PLAT
- RIGHT-OF-WAY / EASEMENT CENTERLINE
- NEW LOT LINE
- EASEMENT DEDICATED IN THIS PLAT

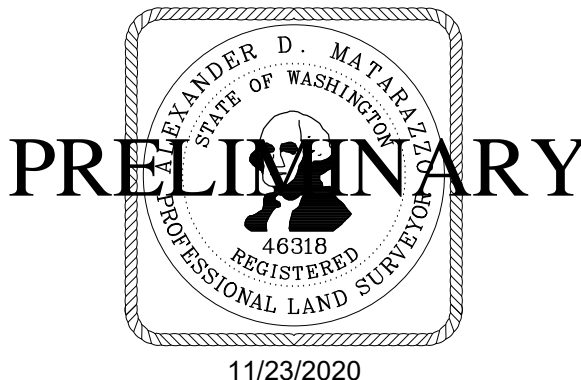
LINE TABLE

LINE	BEARING	DISTANCE	(RECORD) LENGTH
L1	S49°06'01"W	73.19'	(R1)(R6)
L2	S88°50'49"E	5.70'	(R6)
L3	S38°32'49"E	25.70'	(R3)(R6)
L4	S02°40'49"E	56.10'	(R3)(R6)
L5	N70°26'11"E	20.49'	(20.60' R3)(R6)
L6	N53°24'31"E	118.52'	(R6)
L7	S63°50'08"E	57.52'	(R6)
L8	S00°13'06"E	119.25'	(R6)
L9	N89°46'54"E	7.38'	(R6)
L10	S52°59'13"E	131.50'	(R6)
L11	N67°47'11"W	40.74'	(R6)
L12	S07°18'53"W	134.46'	(R6)
L13	N89°46'54"E	34.38'	(R6)
L14	S06°05'09"W	6.91'	(R6)
L15	S67°47'11"E	11.89'	(R6)
L16	S61°44'11"W	13.43'	(R6)
L17	S59°46'16"W	2.50'	(R6)
L18	N57°06'42"W	46.58'	(R6)
L19	S82°16'53"E	17.38'	(R6)
L20	S02°40'49"E	39.79'	(R6)
L21	S02°40'49"E	16.31'	(R6)
L22	S06°05'09"W	16.78'	(R6)
L23	S00°13'06"E	21.54'	(R6)
L24	N70°09'53"E	53.05'	(R6)
L25	S70°09'53"W	38.92'	(R6)

SURVEY REFERENCES

- (R1) WESTCLIFFE PHASE XIII (VOL. 15, PG. 511 OF PLATS) BY FOWLER
- (R2) "YAKIMA PROJECT, KENNEWICK DIVISION WASHINGTON" RIGHT OF WAY MAP FOR TRACT No. K, SEC. 34, T.9N, R.28E, W.M., BY U.S.B.R.
- (R3) WIRTH SURVEY FOR BOUNDARY LINE ADJUSTMENT (VOL. 1, PG. 2731 OF SURVEYS) BY FOWLER
- (R4) WESTCLIFFE PHASE IX (VOL. 15, PG. 422 OF PLATS) BY FOWLER
- (R5) CRESTED HILLS NO. 9 (VOL. 15, PG. 181 OF PLATS) BY FOWLER
- (R6) RESERVE AT SUMMERVIEW TERRACE PHASE 1 (VOL. 15, PG. 637 OF PLATS) BY MATARAZZO

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	131.85'	254.92'	217.03'	S33°27'35"E	110°46'28"
C2	240.99'	123.73'	122.37'	S76°26'41"W	29°25'00"
C3	331.97'	100.62'	100.24'	S70°25'11"W	17°22'00"
C4	45.49'	49.51'	47.10'	N69°43'19"W	62°21'00"
C5	31.85'	45.09'	41.42'	S02°00'41"W	81°07'00"
C6	164.59'	129.99'	126.64'	N19°56'41"E	45°15'00"
C7	131.85'	245.96'	211.82'	S86°07'19"E	106°53'00"
C8	610.07'	216.31'	215.08'	S80°19'05"W	20°18'22"
C9	610.07'	135.52'	135.24'	S83°09'54"E	12°43'39"
C10	25.00'	36.17'	33.10'	N35°21'28"W	82°53'13"
C11	223.03'	21.57'	21.56'	S02°33'08"W	5°32'29"
C12	593.07'	184.29'	183.55'	S81°18'59"E	17°48'15"
C13	727.08'	220.31'	219.47'	S63°44'02"E	17°21'39"
C14	570.06'	4.90'	4.90'	N55°17'59"W	0°29'33"
C15	273.03'	11.49'	11.48'	N59°00'43"W	2°24'37"
C16	131.85'	86.47'	84.93'	S70°03'30"E	3°34'37"
C17	131.85'	82.97'	81.60'	S20°42'24"E	36°03'09"
C18	300.03'	164.05'	162.01'	S73°28'15"E	31°19'40"
C19	300.03'	162.83'	160.84'	S75°19'05"W	31°05'39"
C20	300.03'	326.88'	310.95'	N89°01'05"W	62°25'19"
C21	416.05'	129.28'	128.76'	S81°18'59"E	17°48'15"
C22	550.06'	161.94'	161.36'	S63°58'42"E	16°52'08"
C23	550.06'	233.37'	231.63'	S23°30'30"E	24°18'31"
C24	300.03'	175.62'	173.12'	S41°02'19"E	33°32'13"
C25	727.08'	88.59'	88.54'	S58°32'39"E	6°58'53"
C26	570.06'	69.03'	68.99'	S58°31'21"E	6°56'16"
C27	570.06'	69.03'	68.99'	S65°27'37"E	6°56'16"
C28	727.08'	88.59'	88.54'	S65°31'32"E	6°58'53"
C29	727.08'	43.12'	43.12'	N70°42'55"W	3°23'54"
C30	570.06'	34.67'	34.67'	N70°40'18"W	3°29'06"
C31	436.05'	67.17'	67.11'	S76°49'39"E	8°49'36"
C32	593.07'	91.36'	91.27'	N76°49'39"W	8°49'36"
C33	593.07'	92.93'	92.83'	N65°43'47"W	8°58'39"
C34	436.05'	51.65'	51.62'	S84°38'04"E	6°47'13"
C35	25.00'	38.32'	34.68'	N44°07'23"W	87°48'34"
C36	25.00'	40.46'	36.19'	S46°08'34"W	92°43'20"
C37	396.05'	81.27'	81.13'	N61°37'02"W	11°45'28"
C38	396.05'	22.98'	22.97'	S74°04'35"E	3°19'26"
C39	530.06'	62.01'	61.97'	S69°03'46"E	6°42'10"
C40	530.06'	94.04'	93.92'	S60°37'43"E	10°09'56"
C41	327.03'	74.48'	74.32'	S64°19'54"E	13°02'57"
C42	327.03'	56.69'	56.62'	N75°49'20"W	9°55'56"
C43	25.00'	35.16'	32.33'	N40°30'12"W	80°34'12"
C44	25.00'	35.97'	32.95'	S41°00'01"W	82°26'14"
C45	327.03'	96.34'	95.99'	S73°46'48"W	16°52'40"
C46	327.03'	31.79'	31.78'	N62°33'22"E	5°34'12"
C47	131.85'	42.06'	41.88'	S29°35'42"E	18°16'33"
C48	131.85'	40.91'	40.74'	S11°34'07"E	17°46'36"
C49	164.59'	42.02'	41.90'	S04°37'58"W	14°37'33"
C50	164.59'	60.98'	60.63'	S22°33'33"W	21°13'37"
C51	164.59'	26.99'	26.96'	S37°52'16"W	9°23'50"
C52	25.00'	6.89'	6.86'	N67°46'34"E	16°00'36"
C53	25.00'	14.32'	14.13'	N87°48'23"W	32°49'30"
C54	54.01'	59.51'	56.54'	S77°02'22"W	6°30'01"
C55	54.01'	45.00'	43.71'	S21°35'58"W	47°44'47"
C56	54.01'	40.00'	39.10'	N23°29'40"W	42°26'29"
C57	54.01'	53.57'	51.40'	S70°07'50"E	56°49'50"
C58	331.97'	50.34'	50.29'	S74°45'32"W	8°41'18"
C59	331.97'	50.28'	50.24'	N66°04'32"E	8°40'42"
C60	54.01'	63.64'	60.02'	S44°41'42"W	67°31'06"
C61	25.00'	121.31'	20.67'	S35°21'12"W	48°50'07"
C62	273.03'	91.60'	91.17'	N69°22'55"E	19°13'20"
C63	240.99'	37.68'	37.64'	S66°12'55"W	8°57'27"
C64	240.99'	86.05'	85.59'	N80°55'25"E	20°27'33"
C65	273.03'	101.60'	101.01'	S89°39'11"W	21°19'13"
C66	131.85'	10.76'	10.70'	N66°30'29"E	4°40'39"
C67	131.85'	75.71'	74.67'	S67°43'11"E	32°53'59"
C68	273.03'	92.78'	92.33'	N69°57'07"W	19°28'10"
C69	250.03'	27.51'	27.50'	S02°56'01"W	6°18'15"
C70	277.03'	30.48'	30.47'	S02°56'01"W	6°18'15"
C71	650.07'	424.53'	417.07'	S88°52'31"W	37°25'15"
C72	650.07'	419.32'	412.09'	S88°38'38"W	36°57'28"
C73	650.07'	5.25'	5.25'	N72°38'45"W	0°27'47"



PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: VIKING BUILDERS LLC.	PROJECT NO.: 4391
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 11/23/2020
CALC BY: ADM	DRAWN BY: DWW
SECTION: 34	TOWNSHIP: 9 NORTH
CITY: RICHLAND	COUNTY: BENTON
RANGE: 28 EAST	SHEET 2 OF 3

AUDITOR'S CERTIFICATE

FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2020 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

BENTON COUNTY AUDITOR

FEE NO. _____

THE RESERVE AT SUMMERVIEW
TERRACE PHASE 2

FINAL PLAT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 34
ALL IN TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF VIKING BUILDERS LLC. TO SUBDIVIDE THOSE LANDS KNOWN AS TAX PARCELS 1-3498-106-0003-000, RECORDS OF BENTON COUNTY, WASHINGTON.

THIS PROJECT IS BOUND ON THE WEST AND SOUTH BY THE PLAT OF THE RESERVE AT SUMMERVIEW TERRACE PHASE 1, AS RECORDED IN VOLUME 15 OF PLATS AT PAGE 637 UNDER AUDITOR'S FILE NUMBER 2019-009622, ON THE NORTH AND EAST BY THE U.S.B.R. BADGER EAST LATERAL RIGHT-OF-WAY, AS SHOWN ON THE "YAKIMA PROJECT, KENNEWICK DIVISION WASHINGTON" RIGHT OF WAY MAP FOR TRACT No. K, SEC. 34, T.9N, R.28E, ALSO ON THE EAST BY TAX PARCEL 1-3498-100-0003-002. RECORDS OF BENTON COUNTY, WASHINGTON AND U.S.B.R.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING A TRIMBLE R8 GNSS GPS RECEIVER HAVING AN ACURACY OF 1CM+2PPM TIMES MEASURED LENGTH WITH TIES TO CITY OF RICHLAND PROVIDED CONTROL POINTS BASED ON NAD83. THE MONUMENTS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS IN APRIL 2016 THROUGH JULY 2020.

TITLE REPORT REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN BENTON-FRANKLIN TITLE COMPANY SUBDIVISION GUARANTEE, ORDER NO. BF10978, EFFECTIVE: AUGUST 3, 2020 AT 8:00 AM. IN PREPARING THIS PLAT, PBS ENGINEERING & ENVIRONMENTAL INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING & ENVIRONMENTAL INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED BENTON-FRANKLIN TITLE COMPANY SUBDIVISION GUARANTEE. PBS ENGINEERING & ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON BENTON-FRANKLIN TITLE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING & ENVIRONMENTAL INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

LEGAL DESCRIPTION

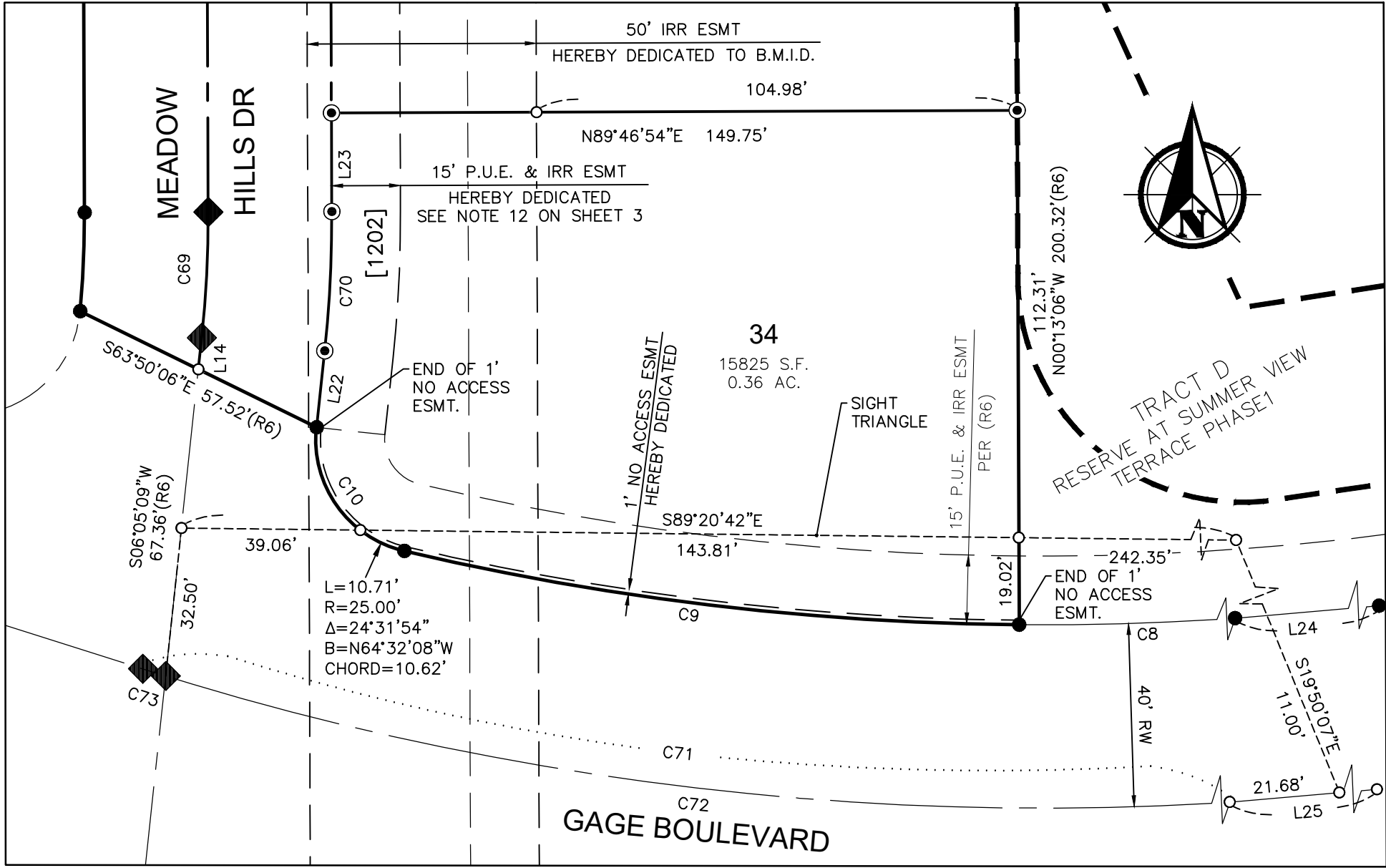
(PER TITLE REPORT LISTED ABOVE)

TRACT "C" (TAX PARCEL NUMBER 1-3498-106-0003-000)

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF KENNEWICK IRRIGATION DISTRICT BADGER EAST LATERAL CANAL DESCRIBED AS FOLLOWS:

TRACT "C" OF THE PLAT OF THE RESERVE AT SUMMERVIEW TERRACE PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS AT PAGE 637 UNDER AUDITOR'S FILE NUMBER 2019-009622, RECORDS OF BENTON COUNTY, WASHINGTON.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS & EASEMENTS OF RECORD.



DETAIL "A"
NOT TO SCALE
DETAIL OF LOT 34 DEFINING 1' NO ACCESS EASEMENT
AND
VISION-CLEARANCE TRIANGLE ACROSS LOT 34

AUDITOR'S CERTIFICATE

FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2020 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

BENTON COUNTY AUDITOR _____
FEE NO. _____

DEDICATION

WE, THE UNDERSIGNED, VIKING BUILDERS LLC., CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON; HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED THE SAID TO BE SURVEYED AND PLATTED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE STREETS AND/OR ROAD RIGHTS-OF-WAY. THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME "THE RESERVE AT SUMMERVIEW TERRACE PHASE 2"

FOR VIKING BUILDERS LLC. TITLE DATE

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, HAS SIGNED THIS PLAT ON BEHALF OF VIKING BUILDERS LLC., ON OATH STATED THAT _____ IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20 _____ A.D.
TAX PARCEL No. 1-3498-106-0003-000

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, COUNTY OF BENTON, STATE OF WASHINGTON.

CITY MANAGER DATE

CITY CLERK DATE

CITY ENGINEER DATE

BMID IRRIGATION APPROVAL

I CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE BADGER MOUNTAIN IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON AND HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR _____

FOR BADGER MOUNTAIN IRRIGATION DISTRICT TITLE DATE

KID IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS PARTIALLY LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

FOR KENNEWICK IRRIGATION DISTRICT TITLE DATE

NOTES

- THE PORTION OF SICILY LANE ALONG LOTS 1 THROUGH 7 IS DESIGNATED AS NO PARKING. THERE IS ALSO A 1 FOOT NO ACCESS EASEMENT ADJACENT TO THE RIGHT OF WAY ALONG THESE LOTS.
- THE PLAT OF THE RESERVE AT SUMMERVIEW TERRACE PHASE 2 LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN (RMC 12.03). AS SUCH, EACH DWELLING PERMIT WITHIN THE PLAT SHALL THEREFORE BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN FOR ANY PHASE SUBMITTED FOR APPROVAL.
- THE HOMEOWNERS CAN MAINTAIN THE LANDSCAPING WITHIN THE STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF SO DESIRED. THE CITY'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS.
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
- THE PRIVATE ROADS WITHIN THIS PLAT ARE FIRE LANES AND PARKING IS RESTRICTED ON BOTH SIDES. THE REQUIRED "NO PARKING" SIGNS SHALL BE INSTALLED BY THE DEVELOPER WHERE APPLICABLE.
- THE PRIVATE ROADS ARE FOR THE USE AND BENEFIT OF THE HOMEOWNERS THAT ABUT SAID ROADS, AND ARE TO BE MAINTAINED BY SAID OWNERS. THE CITY OF RICHLAND ACCEPTS NO MAINTENANCE RESPONSIBILITY FOR THE PRIVATE ROADS WITHIN THIS PLAT.
- ADDRESSES, SHOWN IN BRACKETS, ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE: 99352.
- PER APPENDIX J OF THE 2015 IBC, GEOTECHNICAL ENGINEERING REPORT BY PBS ENGINEERING, PBS PROJECT NUMBER HDJ4391.000, DATED OCTOBER 4, 2017, AND ENGINEER OF RECORD'S OPINION LETTER OF COMPLIANCE FOR GEOTECHNICAL CONSTRUCTION, DATED JANUARY 15, 2019; FOUNDATION BEARING PRESSURE SHALL NOT EXCEED 1,500 POUNDS PER SQUARE FOOT. ONSITE SLOPES SHALL NOT BE STEEPER THAN 2H:1V (HORIZONTAL:VERTICAL).
- PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON LOTS BORDERING THE KENNEWICK IRRIGATION DISTRICT BADGER EAST LATERAL CANAL (LOTS 15 THROUGH 32), THERE SHALL BE CONSTRUCTED AN APPROVED FENCE BETWEEN SAID STRUCTURE AND THE CANAL.
- NO GRADING MAY BE PERFORMED OR ANY PERMANENT STRUCTURE BUILT WITHIN THE UNITED STATES BUREAU OF RECLAMATION RIGHT OF WAY WITHOUT AN APPROVED PERMIT FROM THE KENNEWICK IRRIGATION DISTRICT AND/OR THE UNITED STATES BUREAU OF RECLAMATION, WHEN APPLICABLE. THIS PROPERTY IS PARTIALLY LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND IN THE IMMEDIATE VICINITY OF IRRIGATION INFRASTRUCTURE. PLEASE REFER TO WWW.KID.ORG FOR FURTHER INFORMATION.
- THE 15 FOOT PUBLIC UTILITY EASEMENT & IRRIGATION EASEMENTS (P.U.E. & IRR ESMT) DEDICATED HEREIN ARE DEFINED AS FOLLOWS: THE FIRST 10 FEET ADJACENT TO THE ROAD RIGHT OF WAY ARE FOR PUBLIC UTILITY EASEMENT USE AND THE REMAINING 5 FEET ARE FOR IRRIGATION EASEMENT USE.
- THE LOTS WITHIN THIS PLAT ARE SUBJECT TO PAYMENT OF THE CITY OF RICHLAND'S PARK MITIGATION FEE REGULATIONS. FEES MUST BE PAID IN ACCORDANCE WITH RICHLAND MUNICIPAL CODE CHAPTER 22.12.
- LOTS 10, 11, 12, 21, 22, 27, 28, 29, 30, 31, 32 AND TRACT "D" LABELED AS "NON-STRUCTURAL FILL AREA" REQUIRE A GEOTECHNICAL EVALUATION CONDUCTED IN ACCORDANCE WITH THE 2015 I.B.C. SECTION 1803, AND FINAL REPORT TO BE SUBMITTED WITH THE BUILDING PERMIT APPLICATION.
- THE OWNER OF TRACT "D" SHALL INSTALL AN APPROVED FENCE ADJACENT TO THE KENNEWICK IRRIGATION DISTRICT'S BADGER EAST CANAL EASEMENT AND TRACT "D".
- THE PIPED STORM DRAINAGE SYSTEM IN SOMERS LANE IS THE MAINTENANCE RESPONSIBILITY OF THE CURRENT AND FUTURE OWNERS OF THE LOTS THAT ARE SERVED OFF OF SOMERS LANE. THE CITY OF RICHLAND HAS NO MAINTENANCE RESPONSIBILITY FOR THE PORTION OF THE STORM SYSTEM WITHIN SOMERS LANE.
- LOTS 16, 17, 28, 29, 30, 31, 32N 33 AND 34 ARE ENCUMBERED BY A 50 FOOT IRRIGATION EASEMENT RESTRICTING BUILDING PLACEMENT BEYOND MINIMUM SETBACKS OF THE UNDERLYING R-1-10 ZONING DISTRICT.
- SEE "TRACT NOTES" PER "THE RESERVE AT SUMMERVIEW TERRACE PHASE 1 FINAL PLAT" FILED IN VOLUME 15 OF PLATS AT PAGE 637 RECORDED UNDER AUDITOR'S FILE NUMBER 2019-009622 RECORDS OF BENTON COUNTY, WASHINGTON FOR CONDITION OF TRACTS "A", "B" AND "D" SHOWN THEREON.

PRELIMINARY



PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: VIKING BUILDERS LLC.		PROJECT NO.: 4391	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 11/23/2020	
CALC BY: ADM	DRAWN BY: DWW	SCALE: N.T.S.	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET 3 OF 3	

EXHIBIT B

(S2017-100 - The Reserve at Summerview Terrace)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
MARCH 9, 2017**

APPLICANT: VIKING BUILDERS LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 49.16 ACRES INTO 62 RESIDENTIAL LOTS, (THE RESERVE AT SUMMERVIEW TERRACE)

LOCATION: IMMEDIATELY SOUTH OF THE INTERSECTION OF FERRARA LANE AND SICILY LANE (WESTCLIFFE)

ENGINEER: HDJ DESIGN GROUP

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

General Conditions:

1. An electrical feeder line will be required to extend along the Sicily Lane right of way from the northern plat boundary to Meadow Hills Drive and along the Meadow Hills Drive right of way to Gage Boulevard and along Gage Boulevard right of way to the boundaries of the plat. This feeder line is in addition to the electrical infrastructure needed to serve the subject site.
2. The following notes shall be placed on the final plat:
 - a. The Lots within this plat are subject to payment of the City of Richland's park mitigation fee regulations. Fees must be paid in accordance with Richland Municipal Code Chapter 22.12.
 - b. No grading may be performed or any permanent structure built within the United States Bureau of Reclamation right of way without an approved permit from the Kennewick Irrigation District and/or the United States Bureau of Reclamation, when applicable.
 - c. This property is located within the boundaries of the Kennewick Irrigation District and in the immediate vicinity of irrigation infrastructure. Please refer to www.kid.org for further information.
3. An easement for a future pedestrian trail shall be provided beginning at the southwest corner of the subject property and proceeding 800 feet eastward along the southerly boundary of the subject property. Said recreation easement shall be a minimum of 30 feet in width granted to the City of Richland Parks and Public Facilities Department.
4. A Centralized Delivery Unit (CBU) mailbox(es) shall be installed that meet the standards of the United States Postal Service.

5. A detailed geotechnical report shall be prepared and submitted to the City for review and approval prior to any grading work taking place on site. Said report shall include a review of final site grading and construction plans and engineering observation of soil pretreatment, soil placement and compaction, soil testing, engineering observation of slope construction process, geotechnical engineering approval of final site grading, soil compaction and monitoring of groundwater conditions.
6. An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval at the time that engineered plans are submitted for project construction. The plan shall be designed to prevent erosion for occurring within the site and to prevent erosion or deposition onto adjacent properties. Erosion control measures shall be maintained throughout the construction of the project.
7. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.
8. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.
9. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all non-residential tracts within the plat boundaries.
10. The applicant is responsible for compliance with all standards and conditions contained in the Kennewick Irrigation District correspondence dated February 24, 2017.
11. The final plat shall clearly identify the location of the United States Bureau of Reclamation Right of Way that exists on or adjacent to the subject property.
12. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
13. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
14. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from

all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.

15. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction, per RMC Chapter 12.08. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
16. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
17. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
18. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
19. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
20. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
21. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
22. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a right-of-way permit by the City. Easements shall be provided on the final plat for this system where needed.

23. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

24. Public improvement design shall follow the following general format:
- A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - C. Storm sewer shall be aligned on the south and east side of street centerlines.
 - D. Any sewer or storm manholes that are installed outside of public right-of-way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - E. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - F. Water lines shall be aligned on the south and east side of street centerlines.
 - G. Watermains larger than 8-inches in diameter shall be ductile iron.
 - H. Watermains installed outside of the City right-of-way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - I. All watermains outside areas zoned R1 shall be ductile iron.
 - J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - L. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - O. The minimum centerline radius for local streets shall be 100-feet.
 - P. Any filling of low areas that may be required within the public right-of-way shall be compacted to City standards.
 - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - R. A detailed grading plan shall be included in the submitted plan set.
 - S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-Way Construction Permit for the proposed construction.
 - U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.

- V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Z. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
25. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
26. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

27. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

- 28. The "Reserve at Summerview Terrace" preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for the construction of Gage Boulevard as allowed under the City's South Richland Collector Street Financing Plan.
- 29. Because of the topography of the property in question and the unincorporated property to the east, Gage Blvd. has a low probability of being connected to the surrounding street network in the near future. Given the nature of Gage within this property, the following conditions apply:
 - Preliminary engineering of Gage is needed to sufficiently establish the horizontal and vertical alignment of it on this property. This design also needs to continue for several hundred feet to the east and west off of this property to assure constructability.
 - The grading plan submitted with phase 1 shall include the grading for subgrade for Gage Boulevard on this property and account for any necessary fill or cut slopes.
 - The Gage Blvd. right-of-way corridor shall be dedicated concurrent with phase 1. Slope easements may be needed too.
 - The Gage road subgrade and embankment shall be constructed concurrent with the first phase of this project and shall be designed per City standards & guidelines.

- The portion of Gage Blvd. that crosses Meadow Hills Drive shall be constructed full width through the intersection and end at the curb returns.
 - Any portion of the Gage right-of-way that is adjacent to future building lots within a plat shall be constructed full-width to the back property line of said lot.
 - Design and subgrade construction shall include sufficient erosion control measures to stabilize the incomplete street construction for ten years or longer. The developer shall be responsible for establishment and maintenance of erosion control features for a minimum of three years after subgrade construction.
 - The estimated cost of the Gage Boulevard rural section road (subgrade, base rock and paving of a 32-foot wide road) will be accounted for as described in RMC Title 12.03, the "South Richland Collector Street Financing Plan". This development will not be required to construct the rural section street that is the subject of this estimate. Consistent with RMC Title 12.03, the developer is responsible for completing the frontage improvements along Gage Boulevard that are not part of the rural road section. The developer will be responsible for the full-width paving (48-feet), curb, gutter, sidewalks, street lights, and storm drainage.
 - For segments of Gage Boulevard that are not constructed with this plat, the developer ~~shall pay the City~~ shall be responsible for a value equal to ~~125% of the~~ estimated cost of these incomplete improvements. ~~This payment shall be due before final platting of the last phase of this pre-plat is finalized.~~ The cost estimate shall be based on an engineer's estimate reviewed and approved by the Public Works Director. ~~These monies will be put into the Street Financing Plan for construction of Gage Blvd at a later date.~~
 - The value contributed by the developer in engineering, rights of way, subgrade construction, any Gage Boulevard construction outside the footprint of Meadow Hills Drive, and the estimated value of the Gage Boulevard construction elements will be accounted for as described in RMC Title 12.03. If the value of the developer's contributions exceed the value of obligations for development within the project a latecomer agreement will be established. If the value of the developer's obligations exceed the value of the developer's contributions the developer will be required to fund the difference prior to final plat.
30. The east end of the Gage alignment at the eastern plat boundary should be redesigned to be further north than shown so as to have less of an impact on the property to the east. The final alignment shall be approved by the Public Works Director prior to permitting of the first phase of development.
31. The maximum centerline finish grade for the proposed Gage Blvd. shall be no more than 12%.
32. A note will be shown on the face of the final plat stating that Gage Blvd. is classified as a "Minor Arterial street". The right-of-way dedication and street cross section design shall meet the City's standard for a minor arterial (80-foot ROW). Subsequently, no driveways accessing single family lots will be allowed onto it.
33. The development shall connect to adjacent developments, to the northwest at Sicily Lane and to the southeast at Meadow Hills Drive. The connections shall occur with a complete City standard local street, including sidewalks on both sides. Both connections shall be completed no later than the phase of development that completes the 35th developed lot.

34. Sidewalks shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
35. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
36. All proposed rights-of-way that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
37. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

38. The property in question is within both the Tapteal 3 and 4 water pressure zones. However the proposed development (preliminary plat) is located entirely within Tapteal 3 zone. The plats of Crested Hills to the South and Westcliffe to the North have Tapteal 3 water available for extension into this property. It shall be the responsibility of the developer to install the appropriate infrastructure to serve domestic water at the correct pressure(s) to the entire preliminary plat at the time of construction. If development is proposed within the Tapteal 4 pressure zone a connection to an off-site source for the Tapteal 4 pressure zone distribution system will be required of this development.
39. In accordance with the City's comprehensive water plan, a 12-inch "Tapteal 3" transmission main is designed to run in a north-south direction through this plat. This water main installation is eligible for oversizing costs after installation is complete.
40. Domestic water shall be extended to the adjoining properties adjacent to the final plats.
41. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
42. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

43. There are multiple off-site locations available to extend sanitary sewer to this project. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.

44. Sanitary sewer shall be extended to all adjoining uphill properties adjacent to the final plats.
45. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public right-of-way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public right-of-way, maintenance truck access to said structure may be required.

Storm Water:

46. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
47. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
48. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
49. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
50. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.

51. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
52. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
53. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
54. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat, unless it is deemed unnecessary at the time of project construction.
55. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public right-of-way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
56. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
57. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

58. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All

final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

59. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
60. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
61. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
62. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
63. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the property owners to maintain.
64. A one-foot "No access / screening easement" will be required along the Gage Blvd. right-of-way.
65. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
66. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
67. Any restricted parking areas shall be indicated on the final plats.



**BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND**

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“RESERVE AT SUMMERVIEW TERRACE” PRELIMINARY PLAT**

FILE NUMBER: S2017-100

APPLICANT: VIKING BUILDERS LLC

APPLICATION: TO SUBDIVIDE 49 ACRES INTO 62 SINGLE FAMILY RESIDENTIAL LOTS AND 5 TRACTS

LOCATION: IN THE SOUTH RICHLAND AREA, SOUTH OF THE INTERSECTION OF FERRARA LANE AND SICILY LANE (THE WESTCLIFFE NEIGHBORHOOD), NORTH OF THE CURRENT END OF MEADOW HILLS DRIVE (THE MEADOW HILLS NEIGHBORHOOD), WITH MUCH OF THE EASTERN BOUNDARY RUNNING ALONG THE KENNEWICK IRRIGATION DISTRICT’S BADGER EAST LATERAL IRRIGATION CANAL.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS. 1-34981000004003, 1-34981000002001, AND 1-34981000003003 OWNED BY THE APPLICANT, VIKING BUILDERS LLC.

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: MAY 2, 2017

I. PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS.

Viking Builders LLC, as the project applicant and owner of the property at issue in this matter, submitted the underlying application to subdivide the property on or about January 27, 2017. (*Exhibit 2, Preliminary Plat Application*).

The proposed subdivision would divide just over 49 acres into a development site with 62 single family residential lots known as The Reserve at Summerview Terrace Preliminary Plat, which will be served by City utilities, include internal streets, and five (5) tracts. (*Staff Report, pages 2, 7 and 8; Exhibit 1, Preliminary Plat Site Plan; Ex. 2, application*).

The site is currently vacant, situated in the western fringe of urban south Richland with existing single family residential subdivisions with a well-developed city street network surrounding the east, north and southeast. To the west are large open spaces with orchard lands, and much of lands to the south/southwest of the proposed plat are currently vacant with sharply rising east-facing slopes. (*Staff Report, page 6; Ex. 6, site photos; Site Visit*).

SEPA Compliance.

Exhibit 4 is the Environmental Checklist submitted by the applicant, and *Exhibit 5* is the City's Determination of Non-Significance (DNS) issued on February 13, 2017 for the proposed plat. The SEPA comment period expired on February 28, 2017. No local residents submitted any written comments regarding the DNS before the SEPA comment period expired. No one provided timely comments raising concerns regarding or opposing the DNS that would give them standing to pursue any appeal of the environmental determination for the project, and no one appealed the City's SEPA determination (DNS) for the proposed plat. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements.

Public Hearing.

The open-record public hearing for the application occurred on March 23, 2017, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, on the day of the hearing.

Based on all the evidence, testimony, codes, policies, regulations, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.

II. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “The Reserve at Summerview Terrace” Preliminary Plat, File No. S2017-100, dated March 23, 2017;

1. Preliminary Plat site plan;
2. Application;
3. Public Notices and affidavits confirming same;
4. Environmental Checklist;
5. SEPA Determination of Non-Significance;
6. Site Photos;
7. Technical Advisory Committee Report;
8. Written Comments, including those submitted at the public hearing;
9. Functional Street Plan Map;
10. Geotechnical Report;
11. REVISED Technical Advisory Committee Report, modifying recommended Condition No. 3, on page 1 (re: 30 foot recreation easement running 800 feet along the southerly boundary of the property); and Condition No. 29, on pages 6 and 7 (re: Gage Boulevard right-of-way dedication and improvements as part of plat approval, with potential credits for Transportation Impact Fees otherwise due under RMC 12.03);

Post Hearing Exhibits:

12. Affidavit of Shane O’Neill, confirming records search for relevant codes, resolutions and ordinances resulting from the public hearing process for the preliminary plat of Falconcrest that allegedly led to newly adopted provisions addressing residential off-site roadway access requirements, noting no matches were found. *(NOTE: this Exhibit was requested by the Examiner during the public hearing, to substantiate or rebut portions or certain written comments and public testimony generally alleging that the Richland City Council acted in some fashion, and/or established a precedent, under which no new development would obtain substantial access through portions of the Crested Hills subdivision and the Crested Hills Park (a public, city park) areas);*
13. Sample “Accounting” sheet, and supporting communications transmitted by email, confirming agreement between Public Works staff and the applicant’s engineer, Mr. Mattox, with how TIF fees and credits might be applied as the plat is developed, received by the Examiner on April 3, 2017; and
14. Email dated May 1, 2017 from the Richland City Clerk’s Office, with attachments, responding to request from the Examiner, transmitting copies

of Richland City Council Resolution No. 26-12, adopted on March 6, 2012 (also included as an attachment to Mr. O'Neill's Affidavit (Ex. 12); the March 6, 2012 City Council Packet materials, including those related to Res. No. 26-12, Approving the Falconcrest Preliminary Plat; and the approved Council Minutes for that meeting.

Following receipt of the Falconcrest plat materials, needed to assess the weight of testimony regarding its potential application to the pending plat, the Record is closed and this decision is now in order.

Testimony/Comments: The following persons were sworn and provided testimony under oath at the open-record hearing:

1. Shane O'Neill, Senior Planner, for the City of Richland; and
2. Jason L. Mattox, PE, Senior Engineer/Operations Manager with the PBS Engineering firm, for the applicant, Viking Builders LLC;
3. Scott Krajack, from Viking Builders LLC, the applicant;
4. Craig Whitely, resides on Morency Drive, Treasurer and self-described spokesperson at the public hearing for the Crested Hills Homeowners Association (*NOTE: Mr. Whiteley/the Crested Hills HOA submitted written materials before and after the hearing that are included as part of Exhibit 8*);
5. David Hammond, resides on Meadow Hills Drive, submitted photos at the public hearing that are included as part of Ex. 8, also signed the Crested Hills HOA letter dated March 14, 2017 as a member-at-large, another part of Ex. 8;
6. David J. Heldebrant, resides on Meadow Hills Drive, also submitted a written email comment dated March 15, 2017, which is included in the record as part of Ex. 8;
7. Donald D. Bachand, resides on Meadow Hills Drive, submitted a new letter into the record at the hearing, included as part of Ex. 8;
8. Tasha Bunnag, resides uphill from Crested Hills Park;
9. Mollie Schlotthauer, Secretary of the Crested Hills HOA, co-signer of HOA letter that is included as part of Ex. 8, lives on corner of Morency and Clermont;
10. Kirsten Collins, lives on Clermont;
11. Tom Collins, lives on Clermont; and
12. Jeffrey Peters, Transportation Engineer for the City of Richland, responded to several comments about level of service provided by the road network around the proposed plat.

III. APPLICABLE LAW.

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat¹ application is first subject to review and approval by city staff with respect to the engineering

¹ In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

The same provision of the city's code (RMC 24.12.050) provides that any recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;
2. Adequacy and accuracy of land survey data;
3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)² and reads as follows:

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:

A. The preliminary plat conforms to the requirements of this title;

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

² "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. []" RCW 58.17.110(2).

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

No development application for a Type II or Type III permit shall be approved by the city of Richland unless the decision to approve the permit application is supported by the following findings and conclusions:

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, “concurrent with development” means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The application must be supported by proof that it conforms to the applicable elements of the city’s development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

IV. ISSUE PRESENTED.

Whether substantial evidence demonstrates that the applicant has satisfied their burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes.

V. FINDINGS of FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public Hearing Testimony and discussion.

3. At the hearing, Mr. O'Neill summarized his Staff Report and recommendation of approval for the proposed plat.
4. Mr. O'Neill (and the Staff Report) noted that the proposed plat covers an area within the city's urban growth area, which is zoned Low-Density Residential. RMC 23.18.010(A) provides that zero to five dwellings can be allowed in such zone, so, given the size of the site (49+ acres), the applicant could have pursued a design with over 200 units. Instead, through this application, Viking Builders seeks preliminary plat approval to divide the property into just 62 single-family lots, with 5 tracts – 2 for drainage/open space purposes, 1 for just open-space, and 2 for future development.
5. Mr. O'Neill observed that the overall density for the entire site would be just over 1.2 units/acre, with a net-density of 2.1/acre (exclusive of tracts established in the plat).
6. Mr. O'Neill explained that all City services are readily accessible and available to serve the proposed new plat.
7. The applicant's project Engineer and hearing representative, Jason Mattox, from the PBS Engineering firm, appeared at the public hearing and stated that he concurs with virtually all of the Staff Report and proposed conditions, but sought clarification³ on several issues, particularly proposed Condition No. 29. He requested an opportunity for a "case study" to better understand how various right-of-way dedications and improvements as part of plat

³ Mr. Mattox questioned the need to extend an electrical feeder line over the plat that could eventually serve now-undeveloped adjacent parcels. Staff directed attention to RMC 14.30.030(B), which may provide an opportunity to recoup/obtain a refund for portions of such expenses, from future projects that connect to such line within 5 years.

approval (mostly regarding the Gage Boulevard route running through a portion of the plat) would qualify for credits to be applied against Transportation Impact Fees otherwise imposed as part of plat approval. The Examiner agreed to hold the record open for the applicant and City staff to confer after the hearing, and to submit any mutually agreed clarification on the topic, which was received by the Examiner on April 3rd, and is now included in the Record as Exhibit No. 13.

8. Mr. Mattox testified that the pending application complies with all applicable City policies and development regulations. He explained that portions of the property cannot be readily connected to water service systems, and such land is designated as part of the undeveloped “Reserve” tract in the proposed plat. Portions of the property that would now be reserved for future development are those areas with relatively easy connections to water service.
9. Mr. Krajack, with Viking Builders LLC, outlined his current expectations regarding the timelines it could take to sell lots and complete construction of homes in the proposed plat. His comments were only for informational purposes, as a courtesy to those present at the hearing, and were not construed by the Examiner as binding for any purpose whatsoever, recognizing that market and economic conditions and factors outside the control of the applicant will determine the precise time period over which various phases of the new subdivision will be developed, provided state law and city codes mandate that final plat approval must be obtained within 5 years of preliminary plat approval. (*See RCW 58.17.140(3)(a) and RMC 24.12.055(D)*).
10. Eight local residents testified at the public hearing, all of whom apparently live along public streets that would eventually connect to the proposed plat by road-connections and extensions provided as part of the proposed plat, most all via the Meadow Hills Drive roadway that will extend northwesterly into the new plat from its current unfinished end along the proposed plat’s southeast corner, where Meadow Hills Drive intersects with Rand Drive and Clermont Drive, which runs east and forms the northern border of Crested Hills Park before it intersects with Morency Drive further to the east. (*Testimony of Craig Whitely, resides on Morency Drive; David Hammond, resides on Meadow Hills Drive; David J. Heldebrant, resides on Meadow Hills Drive; Donald D. Bachand, resides on Meadow Hills Drive; Tasha Bunnag, resides uphill from Crested Hills Park; Mollie Schlotthauer, lives on corner of Morency and Clermont; Kirsten and Tom Collins, live on Clermont*).
11. Most of the public comments focused upon concerns with future traffic that might pass through their neighborhood. The testimony was not supported by persuasive engineering data or studies that would rebut the application materials and analysis contained in the Staff Report. The Staff Report and staff testimony at the public hearing established that existing local streets surrounding the proposed plat are sufficient, will not experience a decrease in the level of service standards set for such streets, and were constructed to city standards, which mandate capacity to serve future development anticipated in the immediate area. (*Staff Report, pages 11 and 14; RMC 19.60.095(D), transportation concurrency, level of service standards;*

12. RMC 24.20.070, captioned “Capacity for future developments”, reads as follows: *“The capacities and dimensions of water, sewerage, drainage, and street facilities shall be adequate to provide for the future needs of other undeveloped properties in the general vicinity and the city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity.”*
13. The Examiner finds that the street network surrounding the proposed plat was designed and constructed to meet city standards, with capacity to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter. (*Staff Report; Site visit*).
14. Several local residents expressed compelling concerns with the impacts of construction-activities, like trucks hauling materials along local streets, passing by areas with pedestrians and children going to and from a park, potentially impacting traffic, street cleanliness, noise and the like.
15. Most citizens providing comments explained that they were not opposed to new development, but that they wanted to be sure that potential impacts on their existing streets and neighborhoods would be adequately addressed, as the plat is developed and after homes are occupied. These concerns were thoughtfully presented, and supported by personal descriptions of previous projects that involved noisy trucks driving uphill to new construction sites, the speed and frequency of trucks driving along local streets to access new development sites, and local residents coming and going (by foot or car) to a popular park in the area.

Additional Condition of Approval, supported by evidence in the record.

16. The Examiner conducted a site visit on the day of the hearing, visiting the street network surrounding the project site. Given that the new plat is served by local streets that will be impacted by construction traffic coming and going to the site as the project is developed, and the credible concerns with construction-related traffic expressed in public comments, the Examiner has added an additional Condition of Approval, authorizing the Public Works Director to issue a Right of Way permit prior to issuance of any other permit associated with development of or within the new plat that the Director determines is likely to have a material impact on any segment(s) of the city’s existing public street network that will be used to obtain access to and from the plat-development site(s). The additional Condition reads as follows:

RIGHT OF WAY PERMIT

Based on compelling testimony and evidence contained in the record for this matter that demonstrated a need for specific conditions to reduce the impacts of construction-related traffic that will move through surrounding neighborhood streets as the new plat is developed and homes are constructed therein, and under authority granted in development regulations

found in the Richland Municipal Code, including without limitation RMC Chapter 12.08 (Right of Way Permits) and the purpose and intent of erosion, dust, traffic, pedestrian-safety and water-pollution control regulations set forth in other provisions of the RMC, the following Condition shall be satisfied prior to issuance of any clearing and grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s):

The applicant is required to apply for a Right of Way Permit before the issuance of any grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). In some cases, more than one Right of Way Permit may be required, such as one for hauling and one for construction work within the right of way. A Right of Way Permit issued under this Condition is intended to regulate activity within the city right of way, and is required of any person who performs construction-related work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including without limitation the following:

- a) Designated truck hauling routes.
- b) Truck loading and unloading activities.
- c) Hours of construction and hauling.
- d) Continuity of pedestrian facilities.
- e) Temporary traffic control and pedestrian detour routing for construction activities.
- f) Street sweeping and maintenance during excavation and construction.
- g) Location of construction fences.
- h) Parking for construction workers.
- i) Construction vehicles, equipment, and materials in the right of way.
- j) All other construction activities as they affect the public street system.

In addition, the applicant shall submit for review and approval by the Public Works Director a plan for providing pedestrian access on existing public streets that are impacted during construction of this project. Access on such existing public streets shall be provided at all times during the construction process, except when specific construction activities such as shoring, foundation work, and construction of frontage improvements prevents access. General materials storage and contractor convenience are not reasons for preventing access along streets, sidewalks or other portions of the city street system surrounding the new plat.

Street network complies with city standards, new connections and dedicated open spaces provide benefits to existing neighborhoods.

17. Far more than 62 lots that already exist on plats located to the south and east, mostly uphill, from the proposed subdivision will be provided with a new travel route leading to Gala Way, onto Keene Road, and onto downtown Richland or parts beyond. Several public comments indicated a desire to minimize neighborhood connectivity, so their street could remain as-is, with no more drive-through traffic. This would create an inequity in the city's road network system and runs counter to policies that support connectivity, looping, and more, instead of very few, travel alternatives – including fire evacuation routes – for area residents.

18. The Examiner finds that City streets are public, and are designed and built to serve more than just the resident whose home receives access by such street. None of the comments provided were supported by credible data or evidence sufficient to rebut the traffic analysis provided by the applicant's engineer or city public works staff.
19. The applicant's engineer and city staff confirmed that the proposed plat will not violate city road standards, and will not cause any levels of service on the surrounding street network to fall below city standards.
20. Quite the opposite, the new streets constructed as part of the proposed plat will enhance circulation and travel options for existing neighborhoods surrounding the new subdivision, specifically including the previously-approved city plats where most of the local residents who testified at the public hearing reside. The first phase of the plat will open with access onto Sicily Lane, Gala Way and beyond – not through the Clermont/Morency Drive route. That point of access for the new plat will open when the subsequent phases are constructed, providing the existing neighborhoods with an additional, likely shorter and faster, route – directly through the new plat – down to Keene Road, the planned Queensgate connection, downtown Richland, and the employment centers to the north.
21. Some comments could be viewed as implying an apparent desire to retain Crested Hills Park (the existing public park in the adjacent neighborhood) as-is, with no more users. That would be inconsistent with city policies that encourage use of public parks by area residents, not just those living next door to a public park. Converting public assets for solely private purposes would run contrary to the Washington Constitution. (*Constitution of the State of Washington, Article VIII, Sec. 7*).
22. While some new residents in the new plat may use the existing Crested Hills Park, the developer of the new subdivision is required to add to the public recreational opportunities for the new residents, as well as surrounding neighborhoods, in the form of open space and new trail connections that will be provided as the new plat is built-out. In the end, there will be more and expanded open space and recreational opportunities for existing residents living in neighborhoods surrounding the new plat.
23. The Examiner is concerned not with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. (*Richland Hearing Examiner Rules of Procedure, Introduction, at page 2*).

Compliance with city development regulations achieves consistency with the Comprehensive Plan

24. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is "in furtherance of the comprehensive plan of the city" and that such regulations contained in the city's platting and subdivision codes "are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the

municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (See *Staff Report, all Findings*).

25. Portions of Mr. Whiteley’s testimony argued that the Richland City Council, in approving the Falconcrest subdivision, established a precedent, principle or rule *“that is binding or at least certainly persuasive”* under which *“any increase in traffic into Crested Hills needs to be offset by some other traffic relief outlet.”* He also alleged that *“connecting subdivisions together with local streets is inconsistent with the Richland Municipal Code and should be the basis for disapproving the Summerview Terrace Preliminary Plat application.”* (Testimony of Mr. Whiteley; Ex. 8, copy of Mr. Whiteley’s written notes used at the public hearing).
26. On direction of the Examiner, City staff and the Examiner conducted post-hearing research to identify any development regulation, precedent, principle or rule established after or in connection with approval of the Falconcrest plat, which would mandate or warrant the type of relief requested by Mr. Whiteley. After an exhaustive search of relevant city records and development regulations, the Examiner finds and concludes that there is no regulation, precedent, principle or rule established by the Richland City Council that would prevent “any” increase in traffic into the Crested Hills subdivision or that would serve as a basis to deny the pending plat application. (See Ex. 12, Affidavit of Mr. O’Neill, with attachments; and Ex. 14, with attachments re: Council packet and Resolution 26-12 adopted on March 6, 2012, approving Falconcrest preliminary plat).
27. No one presented any credible, substantial evidence to rebut City staff’s determination explained in the Staff Report that the proposed plat would not cause the level of service standards on any adjacent streets to fall below the levels set by the Richland City Council in RMC 19.60.095(D). Substantial evidence in the record regarding City plans to extend Queensgate and Gage Blvd., and related South Richland transportation system improvements, funded in part by transportation impact fees to be paid by the developer of the proposed plat, more than satisfies the transportation concurrency mandates explained in the same provision of the City’s code.
28. The applicant’s proposed plat design, including without limitation the new internal streets and additional connections they will make with existing local streets in the area, as

conditioned by professional city engineers and planners tasked with responsibility to ensure compliance with applicable city codes and policies, merits approval.

Proposed plat will provide public benefits

29. The applicant's submittals and the Staff Report establish that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, open space, a new trail connection, construction of new roads, sidewalks, an attractive street system to serve the new plat as well as adjacent residents, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.
30. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.⁴

Substantial evidence demonstrates the proposed project, as conditioned, satisfies approval criteria.

31. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: *See Staff Report, including without limitation the Analysis provided on pages 9 and 10, and proposed findings on pages 12 and 13.*
 - B. Open Spaces: The project provides two open space/stormwater tracts, and another one-acre open space tract. Crested Hills Park is a public 5.8-acre neighborhood park located approximately 200 feet south of the proposed plat. A Condition of Approval requires a 30-foot wide easement along a large portion of the plat's southern boundary that will eventually connect to the "Rivers to Ridges" hiking trail. Badger Mountain Park, with 41.5 acres, is located less than one mile from the proposed plat, and contains outdoor sports fields and courts able to serve recreational needs in the vicinity, including the new plat. *See Staff Report, pages 9 and 10, and discussion in item H below.*
 - C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. Consistent with City development standards, the plat will provide on-site stormwater detention. The

⁴ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

design includes 2 tracts for such purposes. *Staff Report, page 10; Exs. 7 and 11, pages 9-10, recommended Storm Water conditions.*

- D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 1, site plan; Exhibits 7 and 11, Technical Advisory Committee report and REVISED report and proposed conditions.*
- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, which provides service along Keene Road and Gage Boulevard, approximately 3 miles to the east of the new plat. *Staff Report, page 10.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will also be provided by the City's irrigation water system. *Staff Report, page 10; Ex. 11, recommended Domestic Water conditions on page 8, and recommended Irrigation condition no. 22, on page 3.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 10; Ex. 11, recommended Sanitary Sewer conditions on page 9.*
- H. Parks and recreation, playgrounds, schools: As noted in the previous section B, The project provides two open space/stormwater tracts, and another one-acre open space tract. Crested Hills Park is a public 5.8-acre neighborhood park located approximately 200 feet south of the proposed plat. A Condition of Approval requires a 30-foot wide easement along a large portion of the plat's southern boundary that will eventually connect to the "Rivers to Ridges" hiking trail. Badger Mountain Park, with 41.5 acres, is located less than one mile from the proposed plat, and contains outdoor sports fields and courts able to serve recreational needs in the vicinity, including the new plat. *See Staff Report, pages 9 and 10; Ex. 1, site plans for new plat.* The plat is located about 0.5 miles from the Orchards Elementary School in the Richland School District. The School District did not provide any comments after receiving city notice regarding the project. *Staff Report, page 10.*
- I. Planning features to assure safe walking conditions for students: See street network, road design and sidewalks proposed for plat. *Staff Report; Ex. 1, site plans for new plat.*

32. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, and 19.60.095, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

VI. CONCLUSIONS of LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Technical Advisory Committee REVISED Report included in the Record as *Exhibit 11*, are reasonable, supported by the evidence, and capable of accomplishment; provided, however, for reasons explained in Finding No. 16, an additional condition of approval with specific Right of Way Permit requirements should be included, to read as follows:

RIGHT OF WAY PERMIT

Based on compelling testimony and evidence contained in the record for this matter that demonstrated a need for specific conditions to reduce the impacts of construction-related traffic that will move through surrounding neighborhood streets as the new plat is developed and homes are constructed therein, and under authority granted in development regulations found in the Richland Municipal Code, including without limitation RMC Chapter 12.08 (Right of Way Permits) and the purpose and intent of erosion, dust, traffic, pedestrian-safety and water-pollution control regulations set forth in other provisions of the RMC, the following Condition shall be satisfied prior to issuance of any clearing and grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s):

The applicant is required to apply for a Right of Way Permit before the issuance of any grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). In some cases, more than one Right of Way Permit may be required, such as one for hauling and one for construction work within the right of way. A Right of Way Permit issued under this Condition is intended to regulate activity within the city right of way, and is required of any person who performs construction-related work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including without limitation the following:

- a) Designated truck hauling routes.
- b) Truck loading and unloading activities.
- c) Hours of construction and hauling.

- d) Continuity of pedestrian facilities.
- e) Temporary traffic control and pedestrian detour routing for construction activities.
- f) Street sweeping and maintenance during excavation and construction.
- g) Location of construction fences.
- h) Parking for construction workers.
- i) Construction vehicles, equipment, and materials in the right of way.
- j) All other construction activities as they affect the public street system.

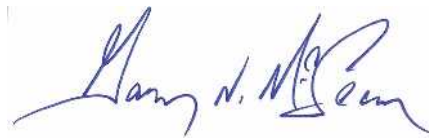
In addition, the applicant shall submit for review and approval by the Public Works Director a plan for providing pedestrian access on existing public streets that are impacted during construction of this project. Access on such existing public streets shall be provided at all times during the construction process, except when specific construction activities such as shoring, foundation work, and construction of frontage improvements prevents access. General materials storage and contractor convenience are not reasons for preventing access along streets, sidewalks or other portions of the city street system surrounding the new plat.

3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VII. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE "The Reserve at Summerview Terrace" Preliminary Plat** application, subject to the proposed Conditions of Approval included in the City's REVISED Technical Advisory Committee Report, included in the Record as *Exhibit 11*, as modified or supplemented in this Recommendation, which are adopted herein by reference.

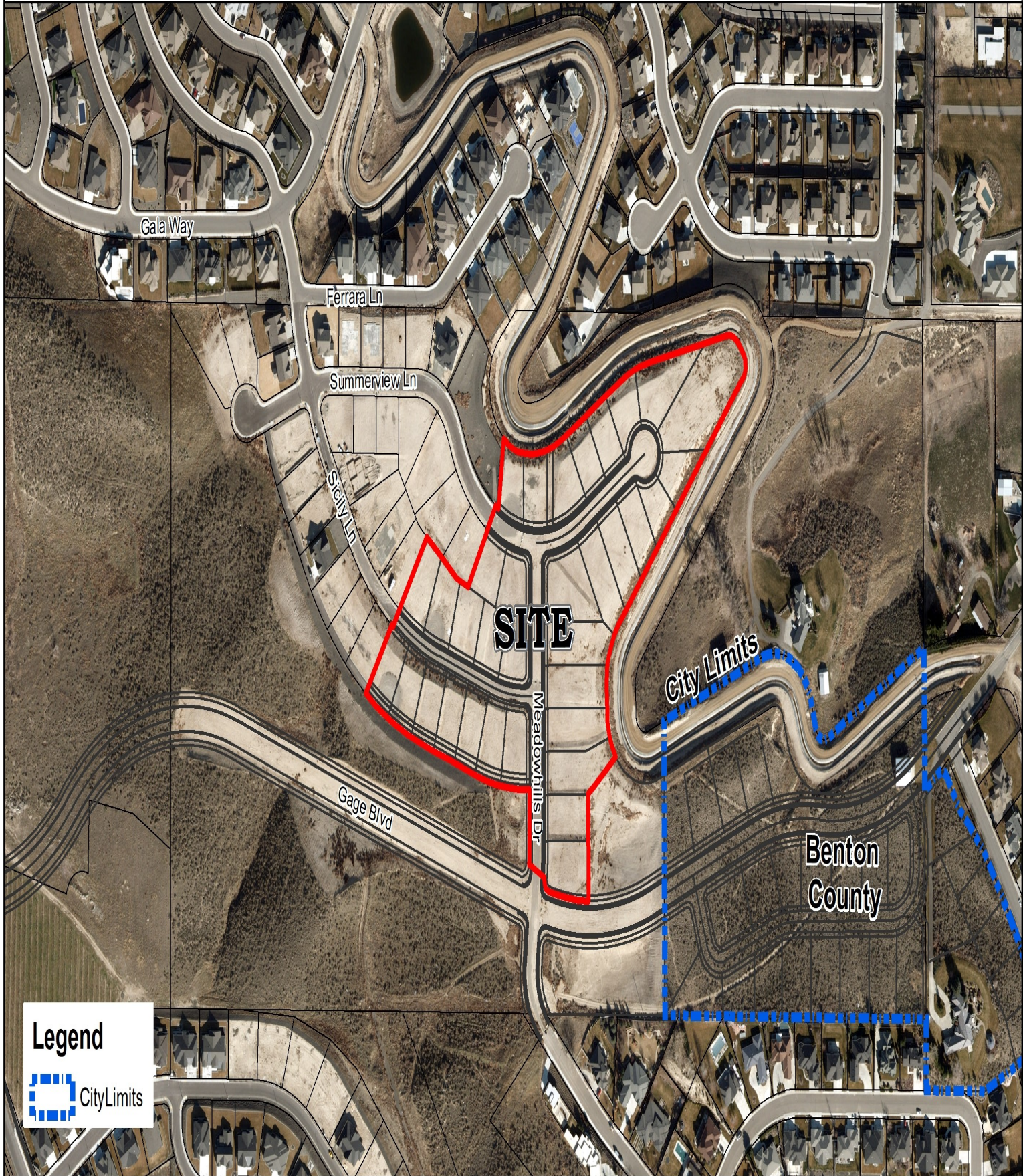
Recommendation issued: May 2, 2017.



Gary N. McLean
Hearing Examiner for the City of Richland

Vicinity Map

Item: Final Plat - The Reserve at Summerview Terrace Ph 2
Applicant: Viking Builders
File #: FP2020-108





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 172-20, Authorizing a Grant Agreement with the Department of Ecology for the Stormwater Project at Goethals Drive

Department:
Public Works

Ordinance/Resolution Number:
172-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 172-20, authorizing the City Manager to sign and execute a grant agreement with the Department of Ecology for a stormwater project at Goethals Drive.

Summary:

The City's stormwater management operation is regulated by a Washington State-issued Nation Pollution Discharge Elimination System (NPDES) Permit, which makes the City responsible for the quality of stormwater runoff discharged to the Columbia and Yakima Rivers.

The City's Strategic Leadership Plan includes a goal of protecting and enhancing the City's water resources, and the 2021-2026 Capital Improvement Plan (CIP) includes the Water Quality Retrofit Program. This program will add water quality treatment features to an existing outfall discharging stormwater runoff to the central Richland drainage ditch near Goethals Drive and Carondelet Drive, from which it is further discharged to the Columbia River at the south end of the Hains Avenue levee.

On August 16, 2019, through approval of Resolution No. 104-19, Richland City Council authorized the preparation and submission of a grant application to the Department of Ecology for a water quality improvement project on Goethals Drive. The Department of Ecology has awarded a grant to the City for this project. The grant agreement, which is in final draft form, will provide seventy-five percent (75%) of projects costs up to a maximum total cost of \$342,088.

The project must be completed by 2024 per the terms of the grant award. When completed, the project will improve the quality of stormwater runoff to the Columbia River.

Staff recommends adoption of Resolution No. 172-20.

Fiscal Impact:

The total estimated project cost, including design, construction management, construction and contingency is \$342,088. The City's 25% matching funds requirement, totaling \$85,522, is identified in the 2021 Capital Improvement Plan as funded by stormwater rates. The 2021 CIP was approved by Richland City Council on November 17, 2020.

Attachments:

1. Resolution No. 172-20
2. Final Draft Agreement - Ecology Grant

RESOLUTION NO. 172-20

A RESOLUTION of the City of Richland authorizing a Washington State Department of Ecology stormwater grant agreement in support of a water quality improvement project on Goethals Drive.

WHEREAS, the City's stormwater management operation is regulated by a Washington State-issued National Pollution Discharge Elimination System permit (the "NPDES Permit"); and

WHEREAS, the NPDES Permit assigns responsibility to the City for the quality of stormwater runoff discharged to the Columbia and Yakima Rivers; and

WHEREAS, the City's Strategic Leadership Plan includes a goal to protect and enhance the City's water resources; and

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes the Water Quality Retrofit Program, which will add water quality treatment features to an existing outfall discharging stormwater runoff to the central Richland drainage ditch near Goethals Drive and Carondelet Drive, from which it is discharged to the Columbia River at the south end of the Hains Avenue levee; and

WHEREAS, through approval of Resolution No. 104-19 on August 6, 2019, Richland City Council authorized preparation and submission of a grant application for a water quality improvement project on Goethals Drive; and

WHEREAS, consistent with the Capital Improvement Plan, the Washington State Department of Ecology has prepared a grant funding agreement whereby the Washington State Department of Ecology grants the City of Richland \$256,566, which is equivalent to 75 percent of the projected total project cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager or designee is authorized to sign and execute the grant agreement with the Washington State Department of Ecology.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Agreement WQC-2021-Richla-00182

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

The City of Richland

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

GENERAL INFORMATION

Project Title:	NR09 Upbasin Stormwater Retrofits
Total Cost:	\$342,088.00
Total Eligible Cost:	\$342,088.00
Ecology Share:	\$256,566.00
Recipient Share:	\$85,522.00
The Effective Date of this Agreement is:	7/1/2020
The Expiration Date of this Agreement is no later than:	6/30/2024
Project Type:	Stormwater Facility

Project Short Description: (500 character limit, includes spaces)

This project will improve water quality in the Columbia River through installation of a Contech CDS unit, or a BMP that provides equivalent water quality value, and subsurface infiltration trench near Goethals Drive and Carondelet Drive in the City of Richland. This project will provide treatment for total suspended solids. The project will also reduce flows to the Columbia River through an increase in stormwater infiltration.

Project Long Description: (4,000 character limit, includes spaces)

The RECIPIENT has identified two priority sites in the vicinity of Goethals Dr. and Carondelet Dr. to receive stormwater retrofits. The project sites were prioritized because the stormwater flows directly into the Columbia River. The sites are near a local bank and church and are located in the flow path of runoff that accumulates within a city-owned open channel. The stormwater is then pumped to the NR09 outfall and then directly into the Columbia River. The Columbia River is used for multiple purposes including wildlife habitat and outdoor recreation. The drainage basin area for this

outfall is approximately 413 acres consisting of 209 acres of impervious services and 204 acres of pervious surfaces. The drainage area consists of a mixture of urban residential and commercial zones. Currently, all runoff is conveyed to the outfall without treatment. Water quality issues include those typically associated with low-moderate average daily traffic (ADT) roadways and parking lots, including sediments, hydrocarbons, vehicle fluids, metals, and elevated temperature. The Columbia River is currently listed as impaired for temperature near the NR09 outfall.

This project was partially designed under a previous ECOLOGY Stormwater grant. With this agreement, the RECIPIENT will complete the design and construct the project, which will improve water quality in the Columbia River. The RECIPIENT will install a Contech CDS unit near the bank location to provide pretreatment for 387 acres, a large subbasin, and convey the treated runoff to the existing outfall. The RECIPIENT may install an alternative to the Contech CDS with an addendum to the present design report as long as the water quality value is equivalent or greater. The RECIPIENT will also install an infiltration trench beneath the 10-acre Jeanette Taylor Skate Park adjacent to a church parking lot. A flow-splitting manhole will be installed to route water quality flow to the infiltration trench and allow for overflow conditions to bypass the infiltration facility and continue to the existing storm conveyance system. In order to protect water quality and extend the life of the infiltration facility, a pre-settling device will be installed upstream. A sedimentation manhole with a down-turned elbow will be installed to capture oils and solids collected within the flow path.

Overall Goal: (1,000 character limit, includes spaces)

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: Richland, City of

Mailing Address: 625 Swift Boulevard, MS#26
Richland WA 99352

Physical Address: 625 Swift Boulevard, MS#26
Richland WA 99352

Organization Email: srichards@ci.richland.wa.us

Contacts

Project Manager	Brian Olle Civil Engineer 625 Swift Boulevard, MS#26 Richland WA 99352 (509) 942-7500 (509) 942-7468 bolle@ci.richland.wa.us
Authorized Signatory	Peter Rogalsky Public Works Director 625 Swift Boulevard, MS #26 Richland WA 99352 (509) 942-7558 progalsky@ci.richland.wa.us
Billing Contact	Shari Richards Public Works Admin Supervisor 625 Swift Boulevard, MS#26 Richland, Washington 99352 (509) 942-7466 (509) 942-7468 srichards@ci.richland.wa.us

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Seth Bengé [Address] [City, State Zip] Email: Phone:
Financial Manager	Sarah Zehner [Address] [City, State Zip] Email: Phone:
Technical Advisor	Doug Howie [Address] [City, State Zip] Email: Phone:

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology

City of Richland

Vincent McGowan Date
Water Quality
Program Manager

Peter Rogalsky Date
Public Works Director

SCOPE OF WORK

Task Number: 1

Task Cost: \$1,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page Final Report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

* Properly maintained project documentation.

Grant and Loan Administration Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page Outcome Summary Report.	

SCOPE OF WORK

Task Number: 2 Task Cost: \$5,000.00

Task Title: Cultural and Environmental Reviews, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide both the ECOLOGY project manager and separegister@ecy.wa.gov with the initial consultation on the draft State Environmental Policy Act (SEPA) documents.
- B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- D. Above and below ground activities must be reviewed for cultural resource impacts. The RECIPIENT will submit the forms listed below to ECOLOGY to initiate consultation for cultural resources review.

To initiate cultural resources review:

- 1. The RECIPIENT will submit the 05-05/106 Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
- 2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement. This includes geotechnical work.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural, Environmental Review, and Permitting Deliverables

Number	Description	Due Date
2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	

2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	ECOLOGY 05-05/106 Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 3 Task Cost: \$35,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables Document). Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

2. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

- B. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

- C. The RECIPIENT will submit a preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4

Task Cost: \$20,000.00

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 45 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule and cost estimate prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Construction Management Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5

Task Cost: \$280,088.00

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of a Contech CDS facility for pretreatment of 387 acres of pollution-generating impervious surfaces. The construction project will also include an infiltration trench to treat a 10-acre city owned park.
- B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended sediments, oil, dissolved copper, dissolved zinc, and total phosphorous.

Construction Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 6

Task Cost: \$1,000.00

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.
- C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- E. The RECIPIENT will submit the Two-page Outcome Summary Report using the ECOLOGY template in accordance to Task 1. Upload the Two-page Outcome Summary Report in the RCOR in EAGL.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Project Closeout Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

BUDGET

Funding Distribution

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 7/1/2020
Funding Expiration Date: 6/30/2024
Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Indirect Rate: max 30%
Supporting documentation must be uploaded to EAGL.
Rate will be indicated in your agreement.

Stormwater Financial Assistance Program	Task Total	ECY Amount	Recipient Amount
1. Grant and Loan Administration	\$1,000.00	\$750.00	\$250.00
2. Cultural, Environmental Review, and Permitting	\$5,000.00	\$3,750.00	\$1,250.00
3. Design Plans and Specifications	\$35,000.00	\$26,250.00	\$8,750.00
4. Construction Management	\$20,000.00	\$15,000.00	\$5,000.00
5. Construction	\$280,088.00	\$210,066.00	\$70,022.00
6. Project Close Out	\$1,000.00	\$750.00	\$250.00
Total	\$342,088.00	\$256,566.00	\$85,522.00

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	25%	\$85,522.00	\$256,566.00	\$342,088.00
Total		\$85,522.00	\$256,566.00	\$342,088.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those

easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as

one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may

contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has

completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under

this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

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GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

RECIPIENT shall:

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

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal. Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

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

11. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

12. GOVERNING LAW

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

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

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

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference,

including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

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

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

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

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

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

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

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

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

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

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

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

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

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

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

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

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with

reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance.

The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

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

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

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

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

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 173-20, Extending Temporary Waiver Authority Granted by Resolution No. 102-20

Department:
Development Services

Ordinance/Resolution Number:
173-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 173-20, extending the temporary waiver authority granted under Resolution No. 102-20.

Summary:

On July 7, 2020, Richland City Council adopted Resolution No. 102-20 authorizing the City Manager to approve special use waivers related to parking, sidewalk use, and erection of temporary structures on commercial and City-owned property for conducting business outdoors. Council's adoption of Resolution No. 102-20 was in support of local businesses negatively impacted by COVID-19 restrictions on indoor business activities.

On October 6, 2020, Richland City Council adopted Resolution No. 137-20 renewing the authority granted by Resolution No. 102-20 until December 31, 2020. On November 15, 2020, Governor Jay Inslee announced a four-week pause on Washington's *Safe Start* reopening plan and rolled all of Washington back to pre-Phase 2 restrictions, including prohibiting indoor service for restaurants and bars, and reducing capacity for retail businesses. This limitation was recently extended to January 4, 2021.

While the interest in waivers has slowed, the opportunity to apply for a waiver is still beneficial since businesses continue to operate under the new COVID-19 restrictions.

Staff recommends extending the authority of Resolution No. 102-20 to and through June 30, 2021.

Fiscal Impact: None.

Attachments:

- I. Resolution No. 173-20

RESOLUTION NO. 173-20

A RESOLUTION of the City of Richland extending the temporary waiver authority granted by Resolution No. 102-20.

WHEREAS, on July 7, 2020, Richland City Council approved Resolution No. 102-20, delegating authority to the City Manager to issue temporary waivers of restrictions in the Richland Municipal Code that would impose limits on the use of outdoor portions of commercial or city-owned property or right-of-way for dining or service, including provisions that prohibit the use of parking spaces for such activity, and local provisions that restrict the ability of local businesses to erect temporary shade structures to support such activity; and

WHEREAS, the authority granted pursuant to Resolution No. 102-20 was for sixty (60) days from the date of approval unless terminated earlier by action of the City Council; and

WHEREAS, Resolution No. 102-20 provides for renewal or extension of the authority granted by Resolution No. 102-20 upon Council action; and

WHEREAS, on October 6, 2020, Council approved Resolution No. 137-20, renewing the temporary waiver authority of Resolution No. 102-20 through December 31, 2020; and

WHEREAS, the City of Richland remains in Phase 2 of Washington's *Safe Start* reopening plan, which limits indoor occupancy for businesses; and

WHEREAS, on November 15, 2020, Governor Inslee paused Washington's *Safe Start* reopening plan and announced additional restrictions until December 14, 2020, limiting indoor capacity; and

WHEREAS, the City's continued issuance of waivers will support business stabilization by allowing local businesses to utilize outdoor spaces for business activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the authority granted by Resolution No. 102-20, as renewed through Resolution No. 137-20, is hereby extended to and through June 30, 2021 unless terminated earlier by action of the City Council.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 174-20, Authorizing an Interlocal Agreement with Benton County for the 2021 Bituminous Surface Treatment Program

Department:
Public Works

Ordinance/Resolution Number:
174-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 174-20, authorizing the City Manager to sign and execute an interlocal agreement with Benton County for the 2021 Bituminous Surface Treatment project.

Summary:

In 2018, the Lorayne J neighborhood annexed into the City of Richland in order to gain access to the City's water system. Connecting to the City's system required installation of a new water distribution system in the neighborhood, which the City recently completed. The water system construction work damaged the street surfaces, warranting a resurfacing effort. The original street construction specifications are best-suited to a chip seal resurfacing treatment.

In addition to the Lorayne J subdivision, the City's Pavement Preservation Program indicates that Reata Road (between Leslie Road and the west city limits) and Twin Bridges Road (between the south city limits and SR-240) would also benefit from a chip seal resurfacing treatment. While the City does not routinely perform or contract for chip seal services, Benton County does routinely contract for those services, and intends to prepare a 2021 Bituminous Surface Treatment Program to perform chip seal resurfacing work. Benton County staff are supportive of including the Lorayne J subdivision, as well as the Reata Road and Twin Bridges Road projects, in its program. The City's best interests are served by leveraging Benton County's project to complete these chip seal resurfacing projects.

RCW 39.34 enables this type of cooperative effort between local government agencies.

Staff recommends adoption of Resolution No. 174-20.

Fiscal Impact:

This work within the Lorayne J subdivision will be funded by the existing Washington State Department of Health loan and by the Kennewick Irrigation District, who is responsible for funding the loan repayment on behalf of the City. The work on Reata Road and Twin Bridges Road will be funded by the 2021 Pavement Preservation Program. Both the Lorayne J project funding and the 2021 Pavement Preservation Program budget have sufficient capacity to support this work.

Attachments:

1. Resolution No. 174-20
2. Interlocal - 2021 Chip Seal Coat

RESOLUTION NO. 174-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with Benton County related to the 2021 Bituminous Surface Treatment Program.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each public agency is authorized to contract with any other public agency to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, in 2018, the Lorayne J neighborhood annexed into the City of Richland to gain access to the City's water system; and

WHEREAS, connection to the City's water system required installation of a new water distribution system in the neighborhood; and

WHEREAS, the City recently completed the necessary water system replacement project in the Lorayne J subdivision; and

WHEREAS, the water system construction work damaged the street surfaces, warranting a resurfacing treatment; and

WHEREAS, the original street construction specifications in the Lorayne J subdivision are best-suited to a chip seal resurfacing treatment; and

WHEREAS, the City's Pavement Preservation Program indicates that Reata Road (between Leslie Road and the west city limits) and Twin Bridges Road (between the south city limits and SR-240) would also benefit from a chip seal resurfacing treatment; and

WHEREAS, although the City does not routinely perform or contract for chip seal services, Benton County does routinely contract for chip seal services, and intends to prepare and implement a 2021 Bituminous Surface Treatment Program; and

WHEREAS, Benton County is willing to including the Lorayne J subdivision roads in its 2021 Bituminous Surface Treatment Program; and

WHEREAS, Benton County and the City of Richland, by their respective legislative bodies, have determined that this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for each through an interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with Benton County to include the Lorayne J neighborhood streets, Reata Road and Twin Bridges Road in Benton County's 2021 Bituminous Surface Treatment Program.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT BITUMINOUS SURFACE TREATMENT 2021

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Richland whose address is 625 Swift Blvd, Richland, WA 99352 (hereinafter “the City”) and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter “Benton County”).

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit “A”**, in conjunction with Benton County’s 2021 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 through RCW 35.21.740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

- 1. Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit “A”**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
 - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
 - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
 - C. The execution of the Bituminous Surface Treatment 2021 contract and administration oversight of contract implementation.
 - D. The submission to the City of an invoice(s) setting forth all of the reimbursable amount to the Contractor for seal coating of the City streets listed in **Exhibit “A”** and Benton County’s labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
 - E. Review all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
 - F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.

2. Responsibilities of the City of Richland: The City shall have the following duties and responsibilities under this Agreement:

- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
- B. Pay directly to Benton County all amounts set forth in an invoice(s) of the reimbursable amount to the Contractor for the seal coating of the City streets listed in **Exhibit "A"** and Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of these documents. If the City's portion of work is to exceed \$110,000 as determined at time of bid opening, the City and County agree to consult with one another prior to awarding the project.
- C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed and patched prior to the bituminous surface treatment operations. This work shall be completed by May 1, 2021.
- D. City shall have a person with designated authority on the project at all times during bituminous surface treatment operations for the roads listed in **Exhibit "A"**.
- E. If County provides inspection services for City road/streets, City agrees to reimburse County for such inspections.
- F. City shall apply all pavement markings for the roads listed in **Exhibit "A"** upon completion of bituminous surface treatment operations.

3. Representation, Warranties, and Indemnities:

- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2021 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2021 contract regardless of whether any dispute may arise with said contractor.
- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2021 contract regardless of whether any dispute may arise with said contractor.

- C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2021.
5. **Termination of Agreement.** This Agreement may be terminated by either party prior to contract award, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement, including **Exhibit "A"** and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
11. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the courts for Benton County, Washington.

12. Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

To City of Richland:

City of Richland
625 Swift Blvd.
Richland, WA 99352

13. Filing of Agreement. A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Richland's and Benton County's website as required by RCW 39.34.040.

14. Evidence of Authority. Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
City Manager

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

City Clerk

Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney, City of Richland

Deputy Prosecuting Attorney

Date: _____

Date: _____

Exhibit "A"

2021 City of Richland Chip Seal List

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Twin Bridges Rd	From 734 ft North of SR 240 North 482 ft to end of project	482.40	18	964.80	9.65	1.41
Reata Rd	From City Limits East to 373 ft West of Leslie Rd	3993.00	28	12,422.67	124.23	18.11
Reata Rd	From 373 ft West of Leslie Rd East to 121.5 ft West of Leslie Rd	252.00	31	868.00	8.68	1.27
Reata Rd	From 121.5 ft West of Leslie Rd East to Leslie Rd	121.50	41	553.50	5.54	0.81
Brent Ln	From Reata Rd North to Travis Ln	259.80	24	692.80	6.93	1.01
Travis Ln	From Easternmost terminus with Brian Ln East 65.6 ft	65.60	65	473.78	4.74	0.69
Travis Ln	From 65.6 ft East of terminus with Brian Ln East to 306 ft East of intersection with Brent Ln	855.14	23	2,185.35	21.85	3.19
Travis Ln	From 306 ft East of intersection with Brent Ln to 468 ft East of Brent Ln	161.60	50	897.78	8.98	1.31
Travis Ln	From 468 ft East of Brent Ln NE to intersection of Travis Ln with Lorayne J Blvd	949.26	23	2,425.88	24.26	3.54
Travis Ct	From intersection with Travis Ln ENE 149 ft	148.66	21	346.88	3.47	0.51
Travis Ct	From 149 ft ENE of intersection with Travis Ln to end of Travis Ct	86.71	45	433.55	4.34	0.63

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Bruce Lee Ln	From intersection with Travis Ln 1396 ft to intersection with Lorayne J Blvd	1396.48	22	3,413.61	34.14	4.98
Bruce Lee Ct	From intersection with Bruce Lee Ln to 330 ft north of Bruce Lee Ln	329.81	23	842.86	8.43	1.23
Bruce Lee Ct	From 330 ft north of Bruce Lee Ln North 78 ft to end of Bruce Lee Ct	78.00	43	372.67	3.73	0.54
Lesa Marie Ln	From City Limits East 1439 ft to intersection with Lorayne J Blvd	1438.56	23	3,676.32	36.76	5.36
Lesa Marie Ct	From intersection of Lesa Marie Ln South 381 ft	380.91	24	1,015.77	10.16	1.48
Lesa Marie Ct	From 381 ft South of intersection with Lesa Marie Ln 102 ft to end of Lesa Marie Ct	101.52	60	676.82	6.77	0.99
Charity Ct	From intersection with Lesa Marie Ln South 263 ft	263.03	21	613.74	6.14	0.89
Charity Ct	From 263 ft South of intersection with Lesa Marie Ln 102 ft to end of Charity Ct	101.83	65	735.47	7.35	1.07
Lorayne J Blvd	From City Limits SE 1714 ft to intersection with Leslie Rd	1713.88	23	4,379.91	43.80	6.38

Total: 379.92 55.38

Exhibit “B”

Draft

Exhibit "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF RICHLAND AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be seal coating County roads in the Richland area as a part of the Bituminous Surface Treatment 2021 program; and

WHEREAS, the City of Richland desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Richland; and

WHEREAS, the County Engineer has recommended approval of said Interlocal Agreement, **NOW, THEREFORE**,

BE IT RESOLVED, the Interlocal Agreement by and between the City of Richland and Benton County for the Bituminous Surface Treatment 2021 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 175-20, Authorizing a Cooperative Service Agreement with the United States Department of Agriculture to conduct Wildlife Damage Management at the Horn Rapids Landfill

Department:
Public Works

Ordinance/Resolution Number:
175-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 175-20, authorizing the City Manager to sign and execute a cooperative service agreement with the United States Department of Agriculture related to wildlife damage management at the Horn Rapids Landfill.

Summary:

The City of Richland owns and operates the Horn Rapids Landfill, where wildlife management is required by the facility operating permit issued by the Benton-Franklin Health District and the Washington Administrative Code. Wildlife population at the Horn Rapids Landfill may negatively impact the health and safety of employees and users, and may cause property damage to adjacent landowners.

The United States Department of Agriculture offers wildlife management services that comply with all applicable regulations and achieve regulatory compliance for the City. These management activities and their associated costs represent a good value to the City as demonstrated by their performance over the past several years.

The proposed five-year agreement enables an annual review and adjustment to the service levels through review and approval of annual work plans. The City's best interests are served by entering into an agreement with the United States Department of Agriculture to secure wildlife management services that will ensure consistent regulatory compliance.

Staff recommends adoption of Resolution No. 175-20.

Fiscal Impact:

Wildlife damage management is funded annually in the Solid Waste Disposal budget at \$25,000. This is adequate for the level of effort intended by this proposed 5-year agreement.

Attachments:

1. Resolution No. 175-20
2. Proposed City of Richland Public Works - Horn Rapids Landfill 480 - CSA 2021-2025
3. Proposed Horn Rapids Landfill 480 - 2021 Work-Financial Plan

RESOLUTION NO. 175-20

A RESOLUTION of the City of Richland authorizing a five-year cooperative service agreement with the United States Department of Agriculture for wildlife damage management at the Horn Rapids Landfill.

WHEREAS, the City of Richland owns and operates the Horn Rapids Landfill; and

WHEREAS, wildlife management at the Horn Rapids Landfill is required by the facility operating permit issued by the Benton-Franklin Health District and by Washington Administrative Code; and

WHEREAS, wildlife population at the Horn Rapids Landfill may negatively impact the health and safety of employees and users, and may cause property damage to adjacent landowners; and

WHEREAS, the United States Department of Agriculture offers wildlife management services that comply with all applicable regulations and achieves regulatory compliance for the City; and

WHEREAS, the United States Department of Agriculture wildlife damage management activities and their associated costs represent a good value to the City as demonstrated by their performance the past several years; and

WHEREAS, the proposed agreement enables an annual review and adjustment to the service levels through review and approval of annual work plans; and

WHEREAS, the City's best interests are served by entering into a five-year agreement with the United States Department of Agriculture to secure wildlife management services that will ensure consistent regulatory compliance for the coming period while enabling the City to adjust service levels each year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a five-year cooperative service agreement with the United States Department of Agriculture for wildlife damage management services.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to sign and execute annual work plans consistent with the agreement and as supported by the City's annual budget.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

COOPERATIVE SERVICE AGREEMENT
between
CITY OF RICHLAND PUBLIC WORKS DEPARTMENT – HORN RAPIDS LANDFILL
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities at the Horn Rapids Landfill in order to reduce human health and safety threats and damage to buildings, equipment, and adjacent property caused by nuisance wildlife.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The City of Richland certifies that APHIS-WS has advised the Horn Rapids Landfill there may be private sector service providers available to provide WDM services that the Horn Rapids Landfill is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the Horn Rapids Landfill for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - HORN RAPIDS LANDFILL RESPONSIBILITIES

Horn Rapids Landfill agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Jay Marlow
Public Works Capital Projects Manager
625 Swift Blvd, MS-26
Richland, WA 99352
509-942-7540
jmarlow@ci.richland.wa.us

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by Horn Rapids Landfill. Horn Rapids Landfill will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. Horn Rapids Landfill agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, Horn Rapids Landfill ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. Horn Rapids Landfill acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Mike Linnell, WA/AK State Director:

USDA APHIS Wildlife Services

720 O’Leary Street NW

Olympia, WA 98502

360-753-9884

Mike.a.linnell@usda.gov

2. To conduct activities at sites designated by Horn Rapids Landfill as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To bill Horn Rapids Landfill quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Horn Rapids Landfill shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on January 1, 2021 and shall continue through December 31, 2025, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Horn Rapids Landfill must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Horn Rapids Landfill does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Horn Rapids Landfill's Tax ID No.: 91-6015119

APHIS-WS's Tax ID: 41-0696271

Approval for Horn Rapids Landfill:

Cynthia D. Reents, City Manager
City of Richland
625 Swift Boulevard, MS-04, Richland, WA 99352

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Mike Linnell, WA/AK, State Director
USDA, APHIS, WS
720 O'Leary Street NW, Olympia, WA 98502

Date

Keith Wehner, Director, Western Region
USDA, APHIS, WS
2150 Centre Avenue, Bldg. B Ft. Collins, CO 80526

Date

Prepared by (APHIS-WS employee): Nick Borchert and Debbie Stalman

WORK PLAN/FINANCIAL PLAN

Cooperator: Horn Rapids Landfill – City of Richland Public Works Dept.

Contact: Jay Marlow, (509) 942-7540, jmarlow@ci.richland.wa.us

Cooperative Service Agreement No.: 21-7353-6747-RA

WBS Element: AP.RA.RX53.73.0480

Location: Richland, WA

Dates: January 1, 2021 – December 31, 2021

In accordance with the Cooperative Service Agreement 21-7353-6747-RA (2021 signature year) between City of Richland Public Works Dept.- Horn Rapids Landfill and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of January 1, 2021– December 31, 2021.

Program Objective

The program objective is to provide assistance to Horn Rapids Landfill when they experience conflicts with wildlife. This assistance may be in the form of technical information (habitat management or exclusion) or direct control (repulsion or selective removal).

Overall, the objectives of wildlife damage management are to:

- Reduce wildlife damage to a tolerable level,
- Use methods that are low risk for people, non-target animals, and the environment,
- Implement habitat modifications, exclusion, and/or direct control diligently and economically,
- Use humane and ethical methods when capturing and/or removing wildlife.

Concerns exist with Horn Rapids Landfill regarding bird populations that may negatively impact the health and safety of landfill employees and users, in addition to causing property damage to adjacent landowners. The specific goal is to conduct a wildlife damage management program to protect buildings, equipment, and human health and safety. This will be accomplished primarily by reducing the presence of blackbirds, collared doves, coyotes, gulls, pigeon, ravens, and starlings.

Plan of Action

The objectives and goals of the wildlife damage management activities will be accomplished in the following manner:

1. WS will assign Wildlife Specialist(s) on an intermittent basis to up to 480 hours for the duration of this Work Plan. WS will provide the Wildlife Specialist(s) with a vehicle and the basic supplies and equipment. Horn Rapids Landfill understands additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment or for specialized situations. Any items not consumed by the end of the agreement will remain in the possession of WS.

2. WS personnel will utilize a systematic approach to decision making referred to as the WS Decision Model (WS Directive 2.201). Specialists assess the problem, evaluate management methods, formulate management strategy, provide assistance, and monitor and evaluate results.
3. When formulating a strategy and providing assistance, WS Specialists follow an Integrated Wildlife Damage Management Approach (IWDM) (WS Directive 2.105). The IWDM encompasses the integration and application of all approved methods of prevention and management to reduce wildlife damage. The selection of wildlife damage management methods and their application will consider the species causing damage, the magnitude, geographic extent, duration, frequency, and likelihood of recurring damage.

The techniques and methods may include, but are not limited to, the use of cage traps, EPA-registered toxicants, firearms, pyrotechnics, providing information on exclusion systems, and identifying long-term habitat modifications. All activities will be planned and coordinated with the Horn Rapids Landfill point of contact.

4. Work hours associated with these projects include, but are not limited to, direct control activities, providing technical assistance, mandatory training, annual leave, sick leave, travel to and from official duty station, administrative duties, and WS District office support.

WS will provide District office support to maximize effort from the field specialists. District support includes, but is not limited to, time sheets, payroll, scheduling, supply procurement, data management, obtaining necessary permits, permit reporting, permit renewals, and personnel management.

5. WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments, and other entities to ensure compliance with Federal laws and regulations and applicable State and local laws and regulations.
6. Wade Carlson, District Supervisor, Moses Lake, (509) 765-7962, will supervise this project. It will be monitored by Mike Linnell, State Director, Olympia, WA, (360) 753-9884. The financial point of contact for this Work Plan/Financial Plan is Deborah Stalman, Supervisory Budget Analyst, (360) 753-9884.
7. City of Richland Public Works Department – Horn Rapids Landfill will be billed quarterly by WS only for expenses incurred plus overhead and pooled job costs (combined on the bill as program support). Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and award.

Mailing Address:

City of Richland Public Works Department – Horn Rapids Landfill
3102 Twin Bridges Road
Richland, WA 99354

Billing Address:

625 Swift Blvd, MS-26
Richland, WA 99352

FINANCIAL PLAN		
For the disbursement of funds from City of Richland Public Works Dept. - Horn Rapids Landfill to USDA APHIS Wildlife Services for Wildlife Damage Management on the Landfill for Human Health and Safety Purposes From 01/01/2021 to 12/31/2021		
Cost Element	Full Cost	
Personnel Compensation	\$16,242.00	
Vehicle Operating Costs	\$2,240.00	
Supplies and Materials	\$1,179.00	
Subtotal (Direct Charges)	\$19,661.00	
Pooled Job Costs	11.00%	\$2,163.00
Indirect Costs	16.15%	\$3,176.00
Agreement Total	\$25,000.00	

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$25,000.00.

Approval for City of Richland Public Works:

Cynthia D. Reents, ICMA-CM

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Mike Linnell, State Director, WA/AK

Date

Keith Wehner, Director, Western Region

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 176-20, Authorizing a Sixth Amendment to Contract No. 184-17 with Tyler Technologies, Inc.

Department:
Assistant City Manager

Ordinance/Resolution Number:
176-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 176-20, authorizing the City Manager to sign and execute an amendment with Tyler Technologies, Inc. as part of the ERP Project.

Summary:

On September 19, 2017, Richland City Council authorized a software licensing and services agreement with Tyler Technologies, Inc. for the purchase and implementation of an Enterprise Resource System for Finance, HR, and Payroll.

Tyler Technologies, Inc. has again been identified as the preferred solution for permit, plan review, and inspection software and implementation services. Tyler is familiar with City of Richland processes, and has the capacity and skill to complete the necessary work.

Staff Recommends adoption of Resolution No. 176-20.

Fiscal Impact:

The contract value has a not-to-exceed amount of \$536,700, and is budgeted and funded through the ERP capital improvement project.

Attachments:

1. Resolution No. 176-20
2. Draft Proposed Amendment 6 - EnerGov

RESOLUTION NO. 176-20

A RESOLUTION of the City of Richland authorizing a Sixth Amendment to Contract No. 184-17 with Tyler Technologies, Inc. for EnerGov permit, plan review, and inspection software.

WHEREAS, there is now in full force and effect between the City of Richland and Tyler Technologies, Inc. an agreement for the purchase and implementation of an Enterprise Resource Planning (ERP) system (see Contract No. 184-17); and

WHEREAS, the original contract does not include a permit, planning, and inspection software component; and

WHEREAS, the current software used by Development Services to provide permitting, planning, and inspection services is no longer supported by the current vendor; and

WHEREAS, new software to provide core planning and permitting services is required; and

WHEREAS, EnerGov has been chosen as the best software platform to deliver the necessary permitting and planning services; and

WHEREAS, the City's best interests are served by amending Contract No. 184-17 with Tyler Technologies, Inc. to provide for EnerGov software and implementation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Sixth Amendment to Contract No. 184-17 between the City of Richland and Tyler Technologies, Inc. as provided therein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Richland, with offices at 505 Swift Blvd. MS-03, Richland, Washington 99352 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 26, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 ("Investment Summary") to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Use of Tyler EnerGov labeled modules, shall be limited to the number of named users as identified in the Investment Summary ("Defined Named Users"). To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth in Exhibit 2.
2. Hosting Services. We will host the Tyler Software as a Service ("SaaS") identified in the Investment Summary in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit 3, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit 3.
3. Payment of fees and costs for the items added to the Agreement pursuant to this Amendment shall conform to the following terms:
 - a. License Fees. License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% upon first use in production, not to exceed one (1) year from the Available Download Date.
 - b. Maintenance Fees. Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Amendment Effective Date. Year 2 maintenance and support fees at our then-current rates, are invoiced in advance, prorated for a time period commencing on the earlier of date above, and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement. Subsequent annual maintenance and support fees will be invoiced in accordance with the Agreement. The foregoing notwithstanding, Tyler agrees to limit increases to the annual maintenance and support fees no greater than as follows:
 - i. Year 2 - No increase to the un-waived Year 1 annual maintenance and support fees set forth in the Investment Summary.



- ii. Year 3 - Three percent (3%) increase over the Year 2 fees;
 - iii. Year 4 - Three percent (3%) increase over the Year 3 fees;
 - iv. Year 5 - Four percent (4%) increase over year 4 fees;
 - v. Year 6 – Six percent (6%) increase over year 5 fees; and
 - vi. Year 7 – Six percent (6%) increase over year 6 fees.
- c. SaaS Fees. SaaS Fees are invoiced annually in advance, beginning on the first day of the month following the Amendment Effective Date. Subsequent annual SaaS Fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
- d. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
- e. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.
- f. Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- g. Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
4. **Optional Products**. Discounts for the optional products set forth in the Investment Summary of this Amendment, shall be applicable for products added to the Agreement within twenty-four (24) months of the Amendment Effective Date.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Richland, WA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Woody Jackson
Date: 11/22/2020
Quote Expiration: 12/31/2020
Quote Name: City of Richland-EG-Comm Dev
Quote Number: 2020-101991-2
Quote Description: City of Richland EnerGov Shared Services On Premise 5-19-20

Sales Quotation For

City of Richland
Building 100
2700 Duportail
Richland, WA 99352-0190
Phone +1 (509) 942-7306

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGovAdv Server Extensions Bundle	\$16,000.00	160	\$28,000.00	\$0.00	\$44,000.00	\$3,200.00
EnerGov Citizen Self Service - Community Development	\$15,999.00	32	\$5,600.00	\$0.00	\$21,599.00	\$3,200.00
EnerGov Community Development Suite (46)	\$138,000.00	776	\$135,800.00	\$30,550.00	\$304,350.00	\$27,600.00
EnerGov e-Reviews	\$29,999.00	104	\$18,200.00	\$0.00	\$48,199.00	\$6,000.00
EnerGov iG Workforce Apps (10)	\$10,000.00	32	\$5,600.00	\$0.00	\$15,600.00	\$2,000.00
Tyler GIS (46)	\$23,000.00	16	\$2,800.00	\$0.00	\$25,800.00	\$4,600.00
Sub-Total:	\$232,998.00		\$196,000.00	\$30,550.00	\$459,548.00	\$46,600.00
<u>Less Discount:</u>	<u>\$46,600.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,600.00</u>	<u>\$0.00</u>
TOTAL:	\$186,398.00	1120	\$196,000.00	\$30,550.00	\$412,948.00	\$46,600.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Community Development Forms Library (5 Forms)	1	\$8,925.00	\$0.00	\$8,925.00
EnerGov Custom Report Development (3 pack)	1	\$9,000.00	\$0.00	\$9,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	140	\$175.00	\$0.00	\$24,500.00
TOTAL:				\$42,425.00

EnerGov

Description	Monthly Fee	Users/Units	Annual Fee
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Core Software:

EnerGov Executive Insights Community Development	\$1,083.00	1	\$12,999.00
Sub-Total:			\$12,999.00
<i>Less Discount:</i>			<i>\$1,300.00</i>
TOTAL:			\$11,699.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Executive Insights Community Development Implementation Services	40	\$175.00	\$7,000.00	\$0.00
TOTAL:			\$7,000.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$186,398.00	\$46,600.00
Total SaaS	\$0.00	\$11,699.00
Total Tyler Services	\$275,975.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$462,373.00	\$58,299.00
Contract Total	\$520,672.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$30,000.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Community Development - Conversion	\$30,550.00	\$0.00	\$30,550.00
TOTAL:			\$30,550.00

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Optional SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Additional:

MyCivic Bundle (Limited Use)	0	\$8,250.00	40	\$7,000.00	\$0.00
Sub-Total:		\$8,250.00		\$7,000.00	\$0.00
<u>Less Discount:</u>		<u>\$825.00</u>		<u>\$0.00</u>	<u>\$0.00</u>

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

EnerGov Assist Complete	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
EnerGov Report Toolkit	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$1,000.00
Tyler 311/Incident Management	\$27,676.00	96	\$16,800.00	\$0.00	\$44,476.00	\$5,535.00
Sub-Total:	\$32,676.00		\$16,800.00	\$0.00	\$49,476.00	\$36,535.00
<u>Less Discount:</u>	<u>\$3,768.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,768.00</u>	<u>\$0.00</u>
TOTAL:	\$28,908.00	96	\$16,800.00	\$0.00	\$45,708.00	\$36,535.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - EnerGov PLM	1	\$35,000.00	\$0.00	\$35,000.00
TOTAL:				\$35,000.00

Optional EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
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Core Software:

EnerGov Optional Code Enforcement Users	\$2,999.00	5	\$14,995.00	\$3,000.00
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Optional EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
EnerGov Additional Community Development Users	\$2,999.00	10	\$29,990.00	\$6,000.00
EnerGov Optional Code Enforcement iG Workforce Mobile Users	\$1,000.00	5	\$5,000.00	\$1,000.00

Sub-Total:	\$49,985.00	\$10,000.00
<i>Less Discount:</i>	<i>\$9,000.00</i>	<i>\$0.00</i>
TOTAL:	\$40,985.00	\$10,000.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						
EnerGovAdv Server Extensions Bundle	\$16,000.00	\$3,200.00	\$12,800.00	\$3,200.00	\$0.00	\$3,200.00
EnerGov Citizen Self Service - Community Development	\$15,999.00	\$3,200.00	\$12,799.00	\$3,200.00	\$0.00	\$3,200.00
EnerGov Community Development Suite (46)	\$138,000.00	\$27,600.00	\$110,400.00	\$27,600.00	\$0.00	\$27,600.00
EnerGov e-Reviews	\$29,999.00	\$6,000.00	\$23,999.00	\$6,000.00	\$0.00	\$6,000.00
EnerGov iG Workforce Apps (10)	\$10,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$0.00	\$2,000.00
Tyler GIS (46)	\$23,000.00	\$4,600.00	\$18,400.00	\$4,600.00	\$0.00	\$4,600.00
TOTAL:	\$232,998.00	\$46,600.00	\$186,398.00	\$46,600.00	\$0.00	\$46,600.00

Optional Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Optional Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
-------------	---------	------------------	-------------	-------------------	-------------------------	--------------------

Additional:

EnerGov Assist Complete	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
EnerGov Report Toolkit	\$5,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$0.00	\$1,000.00
Tyler 311/Incident Management	\$27,676.00	\$2,768.00	\$24,908.00	\$5,535.00	\$0.00	\$5,535.00
Total:	\$32,676.00	\$3,768.00	\$28,908.00	\$36,535.00	\$0.00	\$36,535.00

Optional EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
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EnerGov Optional Code Enforcement Users	\$14,995.00	\$3,000.00	\$11,995.00	\$3,000.00	\$0.00	\$3,000.00
EnerGov Additional Community Development Users	\$29,990.00	\$6,000.00	\$23,990.00	\$6,000.00	\$0.00	\$6,000.00
EnerGov Optional Code Enforcement iG Workforce Mobile Users	\$5,000.00	\$0.00	\$5,000.00	\$1,000.00	\$0.00	\$1,000.00
TOTAL:	\$49,985.00	\$9,000.00	\$40,985.00	\$10,000.00	\$0.00	\$10,000.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Community Development: Tyler leads and owns the configuration of 15 unique business transactions, 15 template business transactions, 10 geo-rules and 10 automation events. Configuration elements beyond this will be owned by the client.

Discounts and Prices on Optional Software or Additional Users applicable if added within 24 months of contract signing.

My Civic (limited use) version is for citizen requests relative to Code Enforcement complaints only. This license can be upgraded to the complete My Civic bundle if desired for functionality with Tyler EAM and other functions.

Comments

Services and Training for Code Enforcement option is included

Tyler will offer a 50% discount on the Community Development Data Conversion if the City elects to purchase EnerGov either via Sourcewell or via Amendment to the City's existing Tyler contract (single source without RFP). The City will be responsible for populating all templates via the Data Conversion Template (DCT) approach.

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Exhibit 2

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees**EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit 3 Hosting Services

Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.

SECTION A – DEFINITIONS

- a. **“Data”** means your data necessary to utilize the Tyler Software.
- b. **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- c. **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- d. **“Hosting Fees”** means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- e. **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- f. **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.
2. Hosting Fees. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in the Amendment and in accordance with our Invoicing and Payment Policy. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add

additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.

3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. SaaS Services.

5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 5.4. In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 5.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 5.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.8. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.9. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 5.10. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Amendment Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES

1. Term. The term for Tyler SaaS Services will commence on the first day of the first month following the Amendment Effective Date and will remain in effect for one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms at our then-current Hosting Fees unless

terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.

2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

Draft



Exhibit 3
Schedule 1
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 177-20, Authorizing a Grant Agreement with the Washington Traffic Safety Commission for Seatbelt Enforcement Funding

Department:
Police

Ordinance/Resolution Number:
177-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 177-20, authorizing a grant agreement with the Washington Traffic Safety Commission for funding to support seatbelt enforcement activities by the Richland Police Department.

Summary:

The Washington Traffic Safety Commission Region 14 Traffic Safety Task Force has been awarded a grant to support collaborative efforts to conduct seatbelt enforcement. With this agreement, the Richland Police Department is able to seek reimbursement of approved overtime expenses incurred as a participant in the region's seatbelt enforcement grant.

The grant period is October 1, 2020 to September 30, 2021.

Staff recommends adoption of Resolution No. 177-20.

Fiscal Impact:

\$17,000 is available to be shared amongst other participating agencies.

Attachments:

1. Resolution No. 177-20
2. Proposed - Region 14 Seat belt Enforcement IAA

RESOLUTION NO. 177-20

A RESOLUTION of the City of Richland authorizing a grant agreement with the Washington Traffic Safety Commission for funding to support a seatbelt enforcement project.

WHEREAS, the City of Richland is being offered grant funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA), to conduct seatbelt enforcement; and

WHEREAS, a \$17,000 grant was awarded to the Region 14 Traffic Safety Task Force to support collaborative efforts to conduct overtime seatbelt enforcement throughout Washington; and

WHEREAS, if approved, the Richland Police Department will seek reimbursement of approved overtime expenses incurred as a participant in the region's seatbelt enforcement grant to and through September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a grant agreement with the Washington Traffic Safety Commission for funding in support of seatbelt enforcement actions by the Richland Police Department.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and [REDACTED], hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.616 for traffic safety grant project **2021-AG-4151-Focused Allied Agency Seatbelt– Benton Franklin** specifically to provide funding for the law enforcement agencies in WTSC Region 14 to conduct enforcement activities (which may be done on straight time or overtime) with the emphasis on seat belt usage as outlined in the Statement of Work (SOW).

Grant project **2021-AG-4151-Focused Allied Agency Seatbelt– Benton Franklin** was awarded to the **Region 14** to support collaborative efforts to increase seat belt use through a combination of enforcement and public education. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved expenses incurred as a participant in the region’s grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

GOAL: To increase seat belt use and prevent crashes to reduce traffic related deaths and serious injuries through increased enforcement.

STRATEGY: Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

OBJECTIVES: Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all six of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
 - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
 - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
5. Local media are highly involved in the effort to reach communities in which HVE will occur.
6. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:

In addition to the six critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Available Draeger machines and locations
3. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
4. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS

In addition to the six critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements.

Grant project **2021-AG-4151-Focused Allied Agency Seatbelt– Benton Franklin** is specifically focused on increasing seat belt use in WTSC Region 14. Participating law enforcement officers should make as many contacts as they can during their patrol in the spirit of changing driving behavior. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed. Seat belt enforcement events must take place at predetermined locations approved by the project coordinator. It is highly recommended that enforcement activities use a team approach with a designated spotter(s). The project coordinator will determine enforcement dates throughout the year, but participation in the following periods is required.

- a. Click It or Ticket: November 9-29, 2020
- b. Click It or Ticket: May 17- June 6, 2021

3.1. MILESTONES AND DELIVERABLES

Mobilization

Click It or Ticket – November 2020
Click It or Ticket – May 2021
Other seat belt focused HVE style events

Dates

November 9-29, 2020
May 17-June 6, 2021
Ongoing throughout FFY2021

3.2. COMPENSATION

3.2.1. Compensation for the straight time and overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the activity shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not an allowable expense for this project and will not be approved for payment. All law enforcement agencies who are active members of the Region 14 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel expenses at the officer's normal hourly rate plus the benefits listed below or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement. The funds may not be used for any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. Comp time is not an allowable expense for reimbursement under this agreement. The funding for this project is reserved for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly regular or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM.

3.2.6. The law enforcement agency involved will not schedule individual officer shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.7. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$17,000** to the **Region 14 Traffic Safety Task Force** for the purpose of conducting coordinated seat belt enforcement activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved expenses incurred as a participant in this grant. All activity must be coordinated by the project coordinator (Region 14 Target Zero Manager) in order to be eligible for reimbursement.

The funding for **Region 14** is as follows:

EMPHASIS PATROL

Seat Belt Enforcement (Section 405b, CFDA 20.616)	\$17,000.00
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3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online

grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2021.** All invoices for goods

received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications,

registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of

the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

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 completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC 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.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT

under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information

about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the

contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

[Insert sub-recipient agency name]	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature

Printed Name

Title

Date

Printed Name

Title

Date

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 178-20, Authorizing a Reimbursable Agreement for Interconnection Request L0458 of Transmission Line and Substation with Bonneville Power Administration

Department:
Energy Services

Ordinance/Resolution Number:
178-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 178-20, authorizing the City Manager to sign and execute a Reimbursable Agreement for Interconnection with Bonneville Power Administration.

Summary:

To support electrical service in the 1,641-acre area transferred from the Department of Energy north of Horn Rapids Road, the City of Richland Energy Services Department (RES) is planning an electrical transmission line interconnecting with Bonneville Power Administration (BPA). The interconnection of the City's transmission line will enable RES to provide electrical service in a timely manner for industrial development, and provide opportunities for increasing connectivity and reliability to existing electrical infrastructure south of Horn Rapids Road.

In May 2019, RES submitted a line and load interconnection request to BPA for a transmission line and future substation to be built north of Horn Rapids Road. BPA completed a Line and Load Interconnection System Impact Study (LLISIS) for the interconnection request in December 2019.

A Line and Load Interconnection Facilities Study (LLIFS) with preliminary engineering prepared by BPA requires costs of \$50,000 to be paid in advance. At a future date, staff will bring forward to Council a construction agreement with BPA for additional costs. The LLIFS and construction costs are paid upfront; however, BPA reimburses RES as a credit on its wholesale power bill after construction has been completed and load has been interconnected. The reimbursement occurs over a twenty-year period or up to the original amount of construction.

Staff recommends adoption of Resolution No. 178-20.

Fiscal Impact:

The costs for the Line and Load Interconnection Facilities Study are included in the City's Capital Improvement Plan (CIP), and funding in the amount of \$50,000 is in the City's approved 2020 Budget in the Electric Utility Fund.

Attachments:

1. Resolution No. 178-20
2. Proposed L0458 20TP-12067 PEA Agreement

RESOLUTION NO. 178-20

A RESOLUTION of the City of Richland authorizing a Reimbursable Agreement for Interconnection Request L0458 of Transmission Line and Substation with Bonneville Power Administration.

WHEREAS, the City of Richland Energy Services (RES) operates and maintains an electric utility delivering power to customers served by RES with a focus on reliability and keeping rates as low as reasonably possible; and

WHEREAS, the City, Port of Benton, and Energy Northwest recently received approximately 1641 acres of land north of Horn Rapids Road from the Department of Energy; and

WHEREAS, the land north of Horn Rapids Road is anticipated to be developed for large industrial or commercial purposes, and needs electrical infrastructure installed in a timely manner for development; and

WHEREAS, existing electrical infrastructure south of Horn Rapids Road does not have adequate capacity to support the electrical needs anticipated north of Horn Rapids Road in the 1641-acre area; and

WHEREAS, a new transmission line and substation north of Horn Rapids Road can provide mutual benefit of increased reliability with existing electrical infrastructure south of Horn Rapids Road; and

WHEREAS, on May 30, 2019, the City of Richland submitted a Line and Load Interconnection Request to Bonneville Power Administration (BPA) seeking to interconnect a proposed City transmission line and substation to BPA's Benton-to-White Bluffs No. 1 transmission line; and

WHEREAS, on December 10, 2019, BPA completed a Line and Load Interconnection System Impact Study (LLISIS) for the proposed transmission line and substation for L0458 request; and

WHEREAS, BPA requires an agreement to perform a Line and Load Interconnection Facilities Study (LLIFS) with preliminary engineering, and that the anticipated \$50,000 cost of the study be paid in advance; and

WHEREAS, transmission line and substation construction costs to implement the design were identified in the City's 2020 Capital Improvement Plan (CIP); and

WHEREAS, funding is available in the Electric Utility Fund of the City's 2020 Budget for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with BPA in the amount of \$50,000 and change orders up to ten percent (10%) of the approved contract amount for the Line and Load Interconnection Facilities Study for the L0458 Transmission Line and Substation.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AGREEMENT**

1. AGREEMENT NUMBER	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL	3. AMENDMENT NO.	4. EFFECTIVE DATE
20TP-12067	See Section 8 of the Division of Responsibilities Statement	-0-	Same as Block #17

ISSUED TO		ISSUED BY	
5. ORGANIZATION AND ADDRESS City of Richland, Washington ATTN: Mr. Clint Whitney, Energy Services Director 625 Swift Boulevard, MS-23 Richland, WA 99352		6. ORGANIZATION AND ADDRESS U.S. Department of Energy Bonneville Power Administration ATTN: Shari Sundeen – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	
7. TECHNICAL CONTACT Kelly Hill	PHONE NUMBER (509) 942-7416	8. TECHNICAL CONTACT Jared Lacambra	PHONE NUMBER (509) 822-4605
9. ADMINISTRATIVE CONTACT Clint Whitney	PHONE NUMBER (509) 942-7402	10. ADMINISTRATIVE CONTACT Martin Wick	PHONE NUMBER (360) 619-6818

11. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

INTERCONNECTION FACILITIES STUDY AND PRELIMINARY ENGINEERING ACTIVITIES FOR LINE AND LOAD INTERCONNECTION REQUEST NO. L0458 – HORN RAPIDS

Background: On April 11, 2019, the City of Richland, Washington (Richland) submitted a Line and Load Interconnection Request (Request), seeking to interconnect Richland's proposed Horn Rapids Substation to the Bonneville Power Administration (BPA) on the Benton-White Bluffs No 1 115 kV transmission line. The Request was entered into BPA's Interconnection Queue as Request No. L0458. BPA performed a Line and Load Interconnection System Impact Study (LLISIS) to assess the impact of interconnecting Richland's facilities to BPA's transmission system, and on the transmission systems of any third parties. The LLISIS report was issued to Richland on December 11, 2019.

Agreement: This Reimbursable Agreement (Agreement) provides for BPA, at BPA's expense, to perform a Line and Load Interconnection Facilities Study (LLIFS) and for BPA, at Richland's expense, to perform preliminary engineering activities required to facilitate the Request. BPA requires \$50,000 in advance funding under this Agreement for completing the preliminary engineering activities.

Specific duties are defined in the attached Division of Responsibilities Statement.

The following documents are attached to and become a part of this Agreement:

- Division of Responsibilities Statement
- Financial Terms and Conditions Statement

12. AMOUNT TO BE PAID BY BPA \$-0-		13. AMOUNT TO BE PAID TO BPA \$50,000 (estimated)	
14. SUBMIT SIGNED AGREEMENT TO U.S. Department of Energy Bonneville Power Administration ATTN: Shari Sundeen – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666		15. ACCOUNTING INFORMATION <i>(For BPA Use Only)</i>	
		16. SUBMIT INVOICE TO <i>(Name and Address)</i> Same as Block #5 above.	
PARTICIPANT		BPA	
17. APPROVED BY <i>(Signature)</i>	DATE <i>(mm/dd/yyyy)</i>	18. APPROVED BY <i>(Signature)</i> Digitally signed by ERIC CARTER Date: 2020.11.02 07:11:38 -08'00'	DATE <i>(mm/dd/yyyy)</i>
NAME AND TITLE		NAME AND TITLE Senior Transmission Account Executive Transmission Sales	

BPA and Richland hereby agree as follows:

1. DIVISION OF RESPONSIBILITIES

- (a) **BPA shall, at BPA's expense:**
Perform a LLIFS.
- (b) **BPA shall, at Richland's expense:**
Perform preliminary engineering activities required to facilitate the Request. Such activities will include the development of:
 - (1) Scope of work;
 - (2) Refined cost estimate;
 - (3) Project requirements diagram; and
 - (4) Construction schedule.

2. COVID-19 PANDEMIC

Based on the evolving situation with the COVID-19 pandemic, and following the issuance of orders and other guidance by governmental authorities and public health organizations calling for social distancing measures in BPA's service territory, BPA, on August 12, 2020, closed its facilities to nonessential employees and contractors and limited the resources available to perform certain types of work. BPA has now resumed construction work. The future availability of BPA employees and contractors to perform certain types of work under this Agreement may be subject to change based on BPA's future responses to the COVID-19 pandemic.

3. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages under this Agreement.

Richland is solely responsible to BPA for damage to United States (BPA) property caused by Richland, and its employees, contractors, and agents. Richland is also solely responsible for any claims arising out of negligent conduct by its employees, contractors, and agents performing the work described in this Agreement on or at United States-owned (BPA-owned) real property, facilities, or equipment. Any claim for personal injury, death, or property damage against BPA (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171. Richland and its contractors must carry general liability insurance in the amount of at least \$1 million for all performance under this Agreement, and the policy must name the United States/BPA as an additional insured.

4. UNCONTROLLABLE FORCES

The parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents that party

from performing its contractual obligations under this Agreement and which, by exercise of that party's reasonable care, diligence and foresight, such party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, fire, or other natural disasters; terrorist acts; epidemics, pandemics; and
- (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a party from performing any of its obligations under this Agreement, such party shall: (1) immediately notify the other party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Section 5 set forth below.

5. NOTICES

Any notice or other communication related to this Agreement shall be delivered in person, or with proof of receipt by email, First Class mail or overnight delivery service to the Technical or Administrative contact set forth above. Notices are effective on the date received.

6. TRANSMISSION CREDITS

If applicable, BPA and Richland intend to enter into a separate long-term agreement that describes the classification of network upgrades eligible for transmission credits, and the terms of repayment of such credits.

7. PROJECT SCHEDULE

The estimated completion date for this project is 9 months after execution. BPA reserves the right to modify the project schedule by providing written notice to Richland of the schedule change.

8. TERMINATION

This Agreement shall become effective upon execution by both parties and shall terminate upon full performance by both parties of their respective obligations set forth herein, but in no event shall the term of this Agreement exceed five years from its effective date.

FINANCIAL TERMS AND CONDITIONS STATEMENT

BPA's cost of performing the project at Richland's expense shall be the actual cost of doing the work specified in this Agreement, plus an overhead rate of 35%, representing the indirect costs of the project office plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

Richland hereby agrees to advance \$50,000, the estimated project cost, to BPA upon execution of this Agreement. Payments made to BPA shall be held in an account established for this Agreement.

If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for Richland to advance such additional funds to BPA for deposit in the account. Richland shall advance such additional funds within 30 days of BPA's written request, and BPA may temporarily stop work until Richland supplies the requested funds. If Richland does not advance such additional funds by the due date or, if at any time before completion of the project Richland elects to stop work under this Agreement, BPA has the right to cease all work and restore, as a cost to the project at Richland's expense, government facilities and/or records to their condition prior to the beginning of work under this Agreement.

Within a reasonable time after completion of the project, BPA shall make a full accounting to Richland showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to Richland costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by Richland is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/15/2020

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
Council Ethics and Administration Committee Discussion

Department:
City Council

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:
None.

Summary:
Council will discuss the Council Ethics and Administration Committee existing under RMC 2.26 after a short historical overview provided by the City Attorney.

Fiscal Impact: None.

Attachments: