

**LOW IMPACT DEVELOPMENT STORMWATER  
GRANT AGREEMENT  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
KING COUNTY**

THIS is a binding agreement between the state of Washington Department of Ecology [DEPARTMENT] and the King County Department of Transportation, Road Services Division [RECIPIENT]. The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

**PART I. GENERAL INFORMATION**

Project Title: **Military/272<sup>nd</sup> Intersection Improvement**

Grant Number: **G0700264**

RECIPIENT Name: **King County, Road Services Division**  
Mailing Address: **201 S. Jackson St.  
Seattle, WA 98104**

RECIPIENT Contact: **Don Bleasdale, Project Manager**  
Telephone Number: **(206) 296-3736**  
Fax Number: **(206) 296-0567**  
E-Mail Address: **donald.bleasdale@metrokc.gov**

RECIPIENT Billing Contact: **Susan Harris**  
Telephone Number: **206-296-8795**  
Fax Number: **206-296-3756**  
E-Mail Address: **susan-roads.harris@metrokc.gov**

RECIPIENT Federal ID Number: **91-6001327**

DEPARTMENT Project Manager: **Anne Dettelbach**  
Mailing Address: **Northwest Regional Office**  
Street Address: **3190 160<sup>th</sup> Avenue SE  
Bellevue, WA 98008-5452**  
Telephone Number: **(425) 649-7093**  
Fax Number: **425-649-7098**  
E-Mail Address: **adet461@ecy.wa.gov**

DEPARTMENT Financial Manager: **Emily Morris**

Military/272<sup>nd</sup> Intersection improvement  
King County  
Grant No. G0700264

Mailing Address:	<b>Water Quality Program Washington State Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600</b>
Telephone Number:	<b>(360) 407-6703</b>
Fax Number:	<b>(360) 407-7151</b>
E-Mail Address:	<b>emar461@ecy.wa.gov</b>

DEPARTMENT Funding Source: **State Toxics Account**

Total Project Cost: **\$2,420,000**

Total Eligible Cost: **\$424,375**

DEPARTMENT Share: **\$424,375**

DEPARTMENT Maximum Percentage: **100 percent**

The effective date of this grant agreement is January 1, 2007, according to a prior authorization letter issued by the DEPARTMENT for this grant and which is incorporated by reference. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT. Eligible costs incurred during the prior authorization period cannot exceed a total of \$47,000. Costs exceeding this amount will also be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than June 30, 2010.

## **PART II. POST PROJECT ASSESSMENT**

- A. The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of eventual environmental results or goals from the project.

The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey approximately sixty (60) days prior to the Post Project Assessment Date. An example of the Post Project Assessment Survey is included as Attachment 1. This form is to be completed by the RECIPIENT and sent as an e-mail attachment to the DEPARTMENT's Project Manager and the DEPARTMENT's Water Quality Program Performance Measures Lead.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature,

United States Environmental Protection Agency, and other natural resource agencies. The Performance Measures Lead will be available as needed during negotiations, throughout the project, and in the post project assessment period as a resource.

Post Project Assessment Date: June 30, 2011.

B. Water Quality Goal(s): *(Water Quality Goals are tangible environmental changes for the better, to be achieved or directly addressed by the proposed project.)*

- **Retrofit projects** – the RECIPIENT will provide significant improvement to site hydrology and water quality at the Military/272<sup>nd</sup> Intersection.

C. Water Quality Project Outcomes: *(Water Quality Project Outcomes are quantitative results realistically anticipated from the project that will directly lead to the Water Quality Goals.)*

1. Porous concrete sidewalk and vegetated bioretention area will reduce peak surface water flows into the downstream conveyance system from the target surfaces (0.34 acres) by an average of 35%.
2. Water quality treatment will target an 80% reduction in total suspended solids as defined in the King County Surface Water Design Manual (2005) for Enhanced Basic Treatment.
3. Water quality treatment will target a 50% reduction in total zinc as defined in the King County Surface Water Design Manual (2005) for Enhanced Basic treatment.
4. Treat surface water runoff from 14,810 square feet of impervious surface.

### **PART III. PROJECT DESCRIPTION**

This intersection improvement project will implement two Low Impact Development (LID) technologies: a bioretention area and porous concrete sidewalks at Military Road South and South 272<sup>nd</sup> Street. Intersections are considered to be higher pollution generating surfaces compared to adjacent roadway sections because of the greater amount of vehicle stopping and idling time, which contributes to heavy metals and hydrocarbons in stormwater runoff.

This project proposes to treat a portion of the roadway runoff from the intersection in a bioretention area and to infiltrate rainwater falling on the non-pollution generating sidewalk through porous cement concrete. This intersection improvement project includes clearing and grubbing; removing curb gutter and sidewalk; installing drainage improvements; constructing a bioretention area, segmental retaining walls, cement concrete curb and gutter, porous sidewalk, asphalt concrete pavement overlay; erosion control; landscaping; pavement markings, and other

Military/272<sup>nd</sup> Intersection improvement  
 King County  
 Grant No. G0700264

LID eligible work. The grant money will help fund the bioretention area and porous concrete sidewalks, as well as LID educational outreach programs, monitoring, and maintenance of the LID components.

**PART IV. PROJECT BUDGET**

Military/272 <sup>nd</sup> Intersection Improvement		
ELEMENTS	TOTAL PROJECT COST	TOTAL ELIGIBLE COST (TEC)
Task 1 - Project Management	\$ 13,758	\$ 13,758
Task 2 - Develop Monitoring Approach	\$ 23,000	\$ 23,000
Task 3 - Material Acquisition and Construction	\$ 241,017	\$ 241,017
Task 4 - Education/Outreach	\$ 32,000	\$ 32,000
Task 5 - Implement Monitoring Plan	\$ 114,600	\$ 114,600
Task 6 – Non LID elements	\$ 1,995,625	\$ 0
Total	\$ 2,420,000	\$ 424,375*

\*The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.

Payment Request Submittals. RECIPIENT must submit payment request at least quarterly, but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds

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

**PART V. SCOPE OF WORK**

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for

billing purposes. The RECIPIENT shall submit a copy of the final negotiated agreement(s) to the DEPARTMENT's Financial Manager.

**Task 1 - Project Administration/Management**

- A. The RECIPIENT shall administer the project. Responsibilities shall include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts shall include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees, the DEPARTMENT, all affected local, state, or federal jurisdictions, and/or any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation to the DEPARTMENT's Financial Manager. Invoice voucher submittals shall include a State of Washington Invoice Voucher Form A19-1A, Cash-Interlocal Form B2 (ECY 060-7, Form C2 (ECY 060-9), Form D (ECY 060-11), Form G (ECY 060-14), Form E (ECY 060-12), Form F (ECY 060-13), Form H (F-21), and Form I (ECY 060-15) must be completed where eligible costs have been incurred. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Ecology Grants and Loans (*see Attachment 2 for applicable document reference*).
- D. The RECIPIENT shall submit to the DEPARTMENT's Project Manager the following documents and in the quantities identified:
- Draft project completion reports – 1 electronic and hard copy
  - Final project completion reports – 5 copies
  - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) which require DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

- E. Required Performance:

- G. Progress Reports. The RECIPIENT shall prepare and submit progress reports to the DEPARTMENT's Financial Manager. Progress reports shall be submitted regardless of whether work is performed or not. Progress reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. The DEPARTMENT will not process payment requests until the corresponding progress reports have been received.

At a minimum, progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for the delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

- H. Recipient Termination Right. When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

*[This section left intentionally blank]*

1. Effective administration and management of this grant project.
2. Maintenance of all project records.
3. Submittal of all required performance items, progress reports, financial vouchers, and maintenance of all project records.
4. Submittal of project completion reports.

**Task 2 – Develop Monitoring Approach**

- A. The RECIPIENT shall finalize a list of monitoring equipment to purchase and submit list to DEPARTMENT.
- B. Prior to initiating water quality monitoring activities, the RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) using the DEPARTMENT's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (*see Attachment 2 for applicable document reference*). The RECIPIENT may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78, available on the DEPARTMENT's Publications website at <http://www.ecy.wa.gov/biblio/9178.html>), in developing the QAPP. The RECIPIENT will also follow the Ecology "Guidance for Evaluating: Emerging Stormwater Treatment Technologies" Technology Assessment Protocol (TAPE) (PN 02-10-037) where possible.
- C. The QAPP shall include detailed information on the water quality monitoring approach and laboratory protocols, including types of data and samples to be collected, sample location, sampling frequency, sampling procedures, analytical methods, quality control procedures, data handling protocols, and data assessment procedures. Any discussion of the monitoring approach must also include an explanation of how the project will yield sufficient information to achieve the purpose and intent of monitoring. A discussion of data accuracy and statistical requirements will be included. The QAPP shall be submitted to the DEPARTMENT for review, comment, and approval PRIOR to commencing post-construction environmental monitoring activities.
- D. Required Performance:
  1. Submit QAPP to the DEPARTMENT for review and approval prior to monitoring.
  2. Submit equipment list for review.

**Task 3 – Monitoring Equipment, Material Acquisition and Construction**

- A. The project was designed and will be constructed in accordance with the King County Surface Water Design Manual (2005).

- B. The RECIPIENT shall purchase and install monitoring equipment for the bioretention area and porous sidewalks.
- C. The RECIPIENT shall acquire the materials required to construct the vegetated bioretention area and porous sidewalks. These materials include but are not limited to: porous cement concrete, sidewalk forms, underdrain system components, bioinfiltration soils, topsoil, seeds/plants, and mulching.
- C. The RECIPIENT shall construct the bioretention facility and porous sidewalk. This task includes labor and inspection associated with construction.
- D. The RECIPIENT shall document and monitor the construction activities during construction associated with the bioretention facility and porous sidewalks. This includes documenting the construction process as well as any changes that might be made to the original design during construction
- E. Required Performance:
  - 1. Purchase and install monitoring equipment.
  - 2. Install bioretention facility.
  - 3. Install approximately 10,080 square feet of porous sidewalks.
  - 4. Inspect construction of bioretention area and porous sidewalks during construction.
  - 5. Submit construction contract to the DEPARTMENT's Financial Manager.

**Task 4 – Education/Outreach**

- A. The RECIPIENT shall design, purchase, and install educational sign(s) on the project site within 1 year of construction. Signs will discuss benefits of LID; LID techniques used on-site, including vegetated bioretention/hybrid rain garden and its water quality and flow control functions, and porous sidewalk information; and where to get additional information on the project (e.g., project Web site). DEPARTMENT will be copied on proposed content of signs, pictures of signs, and notified after signs have been installed by RECIPIENT.
- B. The RECIPIENT shall incorporate information about the LID components of the project into a project website. Website will have information and links to information regarding the overall project design, LID aspects of the project, sources of information on LID in general, project schedule, contact information, and construction and annual monitoring data relating to water quality, flow control, infiltration, and related performance details of the bioretention area/hybrid rain garden and porous sidewalks. The RECIPIENT shall provide DEPARTMENT with project website link within 3 months of start of

construction. The RECIPIENT shall review webpage at least quarterly to update existing, or add new, information.

- C. The RECIPIENT shall write annually at least one article for submittal to local publications, such as the Puget Sound Action Team's Sound Waves newsletter or the Environmental Protections Agency's Water Talk newsletter annually. Provide the DEPARTMENT with a copy of each article.
- D. The RECIPIENT shall schedule at least one on-site tour during construction and one during the three-year monitoring period for local and state regulators, design engineers and environmental staff, and others interested in LID stormwater designs and the project.
- E. The RECIPIENT shall schedule at least one "brown bag" discussion of the LID aspects of the project during construction and one upon completion of construction for King County employees and others interested in learning more about LID designs and lessons learned from construction and operation of the LID aspects of the project.
- F. The RECIPIENT shall provide the DEPARTMENT with two copies of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message. The RECIPIENT shall also supply the DEPARTMENT with the names and contact information of local project leads, and a computer file copy of an education product either on floppy disks or CD-ROM. If this is impractical, as in the case of a sign, display, website, workshop, or educational program, the RECIPIENT shall provide a complete description including photographs or printouts. This includes technical assistance tools if they are disseminated to a group.
- G. Required Performance:
  - 1. Design, purchase, and install educational sign(s) on project site.
  - 2. Provide LID information on project website.
  - 3. Write three articles about project for local publications.
  - 4. Hold two project tours and two brown bag discussions.
  - 5. Provide the DEPARTMENT with copies of tangible educational products.

#### **Task 5 – Implement Monitoring Plan**

- A. The RECIPIENT shall implement the QAPP described under Task 2 to document the water quality and quantity performance of the LID components. This includes long-term maintenance activities, contingency measures, and reporting. Monitoring plant survival and replacing any plants within the bioretention area, and monitoring performance of the porous sidewalks shall be addressed in the QAPP.

- B. Water samples requiring lab testing shall be analyzed by an environmental laboratory accredited by the DEPARTMENT. A list of DEPARTMENT accredited laboratories and information on laboratory accreditation is provided on the Environmental Assessment Program Web site, currently available at:

[http://www.ecy.wa.gov/programs/eap/labs/labs\\_main.html](http://www.ecy.wa.gov/programs/eap/labs/labs_main.html)

- C. All monitoring data collected or acquired under this agreement shall be managed in order to be available to secondary users and meet a 10 year rule. The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken, ten years after the data are collected. To assist in this effort, the DEPARTMENT has created a database and data format for environmental data.

- D. The RECIPIENT shall submit all monitoring data to the DEPARTMENT consistent with the DEPARTMENT. The RECIPIENT shall submit all data which are EIM compatible via an Environmental Information Management System (EIM) import module. Contact the EIM Data Coordinator, at [eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov), for assistance in identifying which data are EIM acceptable. Data shall be submitted by following instructions on the EIM website, currently available at:

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

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

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

- F. Required Performance:

1. Implement QAPP for 3 years.
2. Analyze water samples at accredited laboratory.
3. Manage monitoring data to meet a 10-year rule and to be available to secondary users.
4. Submit monitoring data consistent with EIM format.

## **PART VI. SPECIAL TERMS AND CONDITIONS**

- A. Commencement of Work. The DEPARTMENT reserves the right to terminate this agreement if the RECIPIENT does not commence work on the project funded herein within four (4) months of the signed date of the agreement.
- B. DEPARTMENT Funding Recognition. The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project through the use of project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.
- C. Equipment Purchase. The equipment listed in Exhibit 1 shall be eligible for purchase through this project: The total cost of all equipment purchased under this project shall not exceed \$24,500. Changes in equipment type must have prior approval from the DEPARTMENT.

At project completion all purchased equipment or acquired property shall be retained by the RECIPIENT for continuing the water quality objectives for which the equipment was purchased.

- D. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work provided that prior to signature of this agreement, the DEPARTMENT's Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference).
- E. Meetings/Light Refreshments. The RECIPIENT may spend up to \$200 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$800.
- F. Minority and Women's Business Participation. The Office of Minority and Women Owned Business Enterprises (OMWBE) has established voluntary goals for the participation of minority- and women-owned business in procurements made with DEPARTMENT funds. In accordance with the provisions of I-200, no contract award or rejection shall be made based on the achievement or non-achievement of the goals. Achievement of the goal is encouraged; however, the RECIPIENT and all prospective bidders or persons submitting qualifications must take the affirmative steps set forth in the grant agreement in procurement. It is a state and national goal to expand opportunities for minority- and women-owned business enterprise. RECIPIENTS are therefore encouraged to use minority- and women-owned banks (as defined by OMWBE). The RECIPIENT agrees to solicit and recruit, to the maximum extent

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

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

The RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this agreement:

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

By signing this agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

**PART VII. ALL WRITINGS CONTAINED HEREIN**

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference), the FY 2007 Low Impact Development Stormwater Management Grant Program Guidelines (see Attachment 2 for applicable document reference, Low Impact Development Technical Guidance Manual For Puget Sound (see Attachment 2 for applicable document reference, 2005 Stormwater Management Manual for Western Washington: Volume I – V (see Attachment 2 for applicable document reference.) contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY  
*STEPHEN FERUMAH*

KING COUNTY

  
\_\_\_\_\_  
DAVID C. PEELER      3/27/06      DATE  
WATER QUALITY PROGRAM MANAGER

  
\_\_\_\_\_  
PAULETTE NORMAN      3/22/07      DATE  
COUNTY ROAD ENGINEER

APPROVED AS TO FORM ONLY  
ASSISTANT ATTORNEY GENERAL

(Revised 6/21/06)

**ATTACHMENT 1**

**WATER QUALITY PROGRAM - FINANCIAL MANAGEMENT  
POST PROJECT ASSESSMENT SURVEY**

\*\*\* Note: To activate check boxes double click on them. \*\*\*

1. Agreement Number:

2. Recipient Name:

3. Project Name:

4. Years Since Project Completion:

Three     Four     Five     Other (please specify):

5. Contact Information:

Contact Name:

Contact Phone Number:

Contact E-mail Address:

6. Level of Involvement by Present Contact on Project:

7. Type of Project (check both if applicable):  Activity     Facility

8. Financing:

Total Project Cost:

Total Eligible Project Cost:

Ecology Loan Amount:

If Applicable, Ecology Grant Amount:

9. Water Quality and/or Compliance Problem:

10. Describe the *Most Critical* Specific “Project Result(s)” or “Outcome(s)” actually achieved by the Project:

11. Provide documentation (including digital color pictures) that evidence the continued maintenance and effectiveness of the Project at the time of this survey:

12. Check the Eventual Environmental Result(s) or Goal(s) substantively addressed or achieved by the Project:

- Designated beneficial uses restored or protected, and/or
- Regulatory compliance achieved, and/or
- Severe Public Health Hazard or Public Health Emergency eliminated.

13. Describe the status of the Eventual Environmental Result(s) or Goal(s) at the time of this assessment:

14. Describe subsequent work and ongoing efforts needed to achieve the Eventual Environmental Result(s) or Goal(s) by you and others in the area:

## ATTACHMENT 2

### WATER QUALITY PROGRAM'S FINANCIAL MANAGEMENT PUBLICATIONS

1. Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18 (September 2005).
2. FY 2007 Low Impact Development Stormwater Management Grant Program Guidelines, Publication No. 06-10-055.
3. Low Impact Development Technical Guidance Manual For Puget Sound, Publication No. PSAT 05-03.
4. 2005 Stormwater Management Manual for Western Washington: Volume I - V, Publication No. 05-10-029/030/031/032/033
5. Guidelines for Preparing Quality Assurance Project Plan for Environmental Studies, Publication No. 04-03-030 (July 2004).
6. Stream Habitat Restoration Guidelines(draft), <http://www.wa.gov/wdfw/hab/ahg/shrgdoc.htm>

**GENERAL TERMS AND CONDITIONS**  
Pertaining to Grant and Loan Agreements of  
the Department of Ecology

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

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

**D. CONTRACTING FOR SERVICES (BIDDING)**

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

**E. ASSIGNMENTS**

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

**F. COMPLIANCE WITH ALL LAWS**

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

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

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

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

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

**G. KICKBACKS**

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

**H. AUDITS AND INSPECTIONS**

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

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

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

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

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

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$300,000 or more in a year in Federal funds. The \$300,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

#### **I. PERFORMANCE REPORTING**

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

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

#### **J. COMPENSATION**

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

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

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT'S request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.

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

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

5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

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

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

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

#### **K. TERMINATION**

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

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

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

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

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

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

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

## **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

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

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

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

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

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

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

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

## **N. RECYCLED/RECYCLABLE PAPER**

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

## **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required

to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

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

**P. PROJECT APPROVAL**

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

**Q. DISPUTES**

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

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

**R. CONFLICT OF INTEREST**

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

**S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

**T. GOVERNING LAW**

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

**U. SEVERABILITY**

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

**V. PRECEDENCE**

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

SS-010 Rev. 05/02