CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett

From: Pam Bissonnette, Interim Public Works Director
Rob Jammerman, Development and Environmental Services Manager
Jenny Gaus, Surface Water Engineering Supervisor

Date: June 3, 2013

Subject: Totem Lake Stormwater Retrofitting Plan – Grant Agreement

RECOMMENDATION:

It is recommended that City Council:

- Authorizes the City Manager to sign a document substantially equivalent to the attached Grant Agreement with Ecology for the Totem Lake Stormwater Retrofitting Project.

BACKGROUND DISCUSSION:

The City has been notified by the Washington State Department of Ecology (Ecology) that the Totem Lake/Juanita Watershed Stormwater Retrofit Planning Project has been selected to receive $250,000 in grant funding through the National Estuary Program - Watershed Protection and Restoration – Stormwater Retrofit Planning and Pre-Design Program.

Much of the Totem Lake area was developed prior to 1990, when the first stormwater flow control and treatment requirements that protect water quality and stream health were implemented (Attachment A). Stormwater facilities constructed prior to 1990 were solely focused on flood control.

This Totem Lake project will build upon work previously completed for the Juanita Creek Basin that developed ecological watershed-based goals for stormwater retrofitting and modeled various scenarios against those goals. Kirkland will use that model to develop plans and cost estimates for retrofit facilities that will best meet those goals for the Totem Lake/Juanita Creek watershed. Project partners include King County, the Urban Land Institute, and the King Conservation District. The project will result in creation of at least 3 and up to 8 pre-design reports for stormwater retrofit projects that can be used to apply to the Legislature and/or Ecology for construction grant funds and/or that can be incorporated in the City's Surface Water Capital Improvement Program.

An ancillary goal of this work is to find more efficient and cost-effective methods for providing stormwater flow control and water quality treatment for the Totem Lake basin. Currently, property owners are required to provide stormwater mitigation to forested conditions on a site-by-site basis as they develop or redevelop. Existing public streets have little or no flow control

and water quality treatment, and it is anticipated that this will be required as streets are rebuilt and potentially as new requirements are added to the City's NPDES Municipal Stormwater Permit. This work will attempt to provide regional facilities that can serve multiple public and private properties at a lower cost than smaller site-by-site facilities. This will support revitalization of the Totem Lake Business District.

The total project cost is estimated at $270,960. The bulk of the project work will be completed by a consultant to be chosen via an RFQ process. City staff time of approximately 270 hours to manage and participate in the project is being provided as in-kind match with an estimated value of $23,860. Surface Water Engineering group members currently provide review for the surface water portion of development proposals. As development activity has increased dramatically in the last 6 months, staff workload has risen such that it would be difficult to accommodate this grant work without additional help. Public Works is already in the process of arranging to have a consultant provide development review services to be funded by permit fee reserves set aside for this purpose. Use of consultants will free up staff from the Surface Water Group to participate in this grant project.

Ecology has requested one change to the proposed scope of work. In the proposed scope (Attachment D), Kirkland commits to providing conceptual designs for up to 8 projects. Ecology wants to have a "Pre-Design" report produced for each project. "Pre-Design" reports have a greater level of detail than is typically provided for a conceptual design. Ecology wants this type of report in order to be able to quickly appeal for funds to construct the projects. Discussions are on-going with Ecology, and it is likely that Kirkland will provide a lower number of projects, perhaps 3, with "Pre-Design" reports, rather than providing the originally proposed 8 conceptual designs. The modeling work and identification of potential project locations will be the same, but there will be fewer project designs that have a greater level of detail. The scope may not be finalized with Ecology until after the Council meeting on June 18th. However any final scope will be "substantially equivalent" to this scope or staff will return to the Council for approval of an updated document.

Attachment A: Vicinity Map
Attachment B: Scope Graphic
Attachment C: Grant Template
Attachment D: Grant Draft Scope of Work

FIGURE 3
Totem Lake Sub-Watershed and Stormwater Facilities

Attachment A

Public Facility Year Built
- Before 1990
- After 1990

Private Facility Year Built
- Unknown
- Before 1990
- After 1990
- Totem Lake Sub Basin
- Cross Kirkland Corridor

0 375 750 1,125 1,500 Feet
0 0.07 0.14 0.21 0.28 Miles

CITY OF KIRKLAND WASHINGTON

Produced by the City of Kirkland.
© 2013, the City of Kirkland, all rights reserved.
No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

Author: Name In Map Doc Properties
Name: totem_lake_basin_11x17
Date Saved: 4/2/2013 11:14:26 AM

Path: M:\PW\Mxds\SurfaceWater\SurfaceWaterGroup\ForKelli\March2013\totem_lake_basin_11x17.mxd

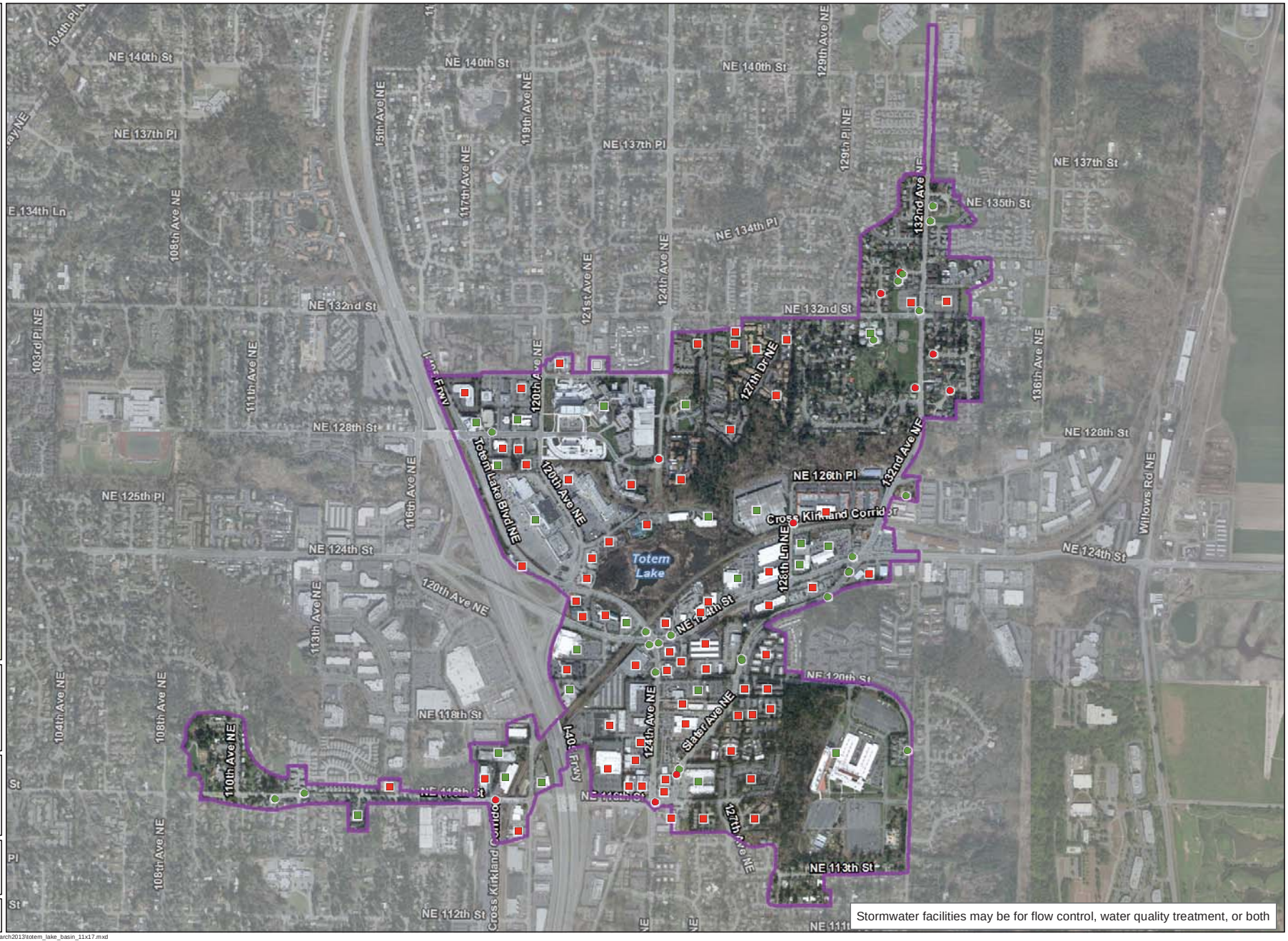
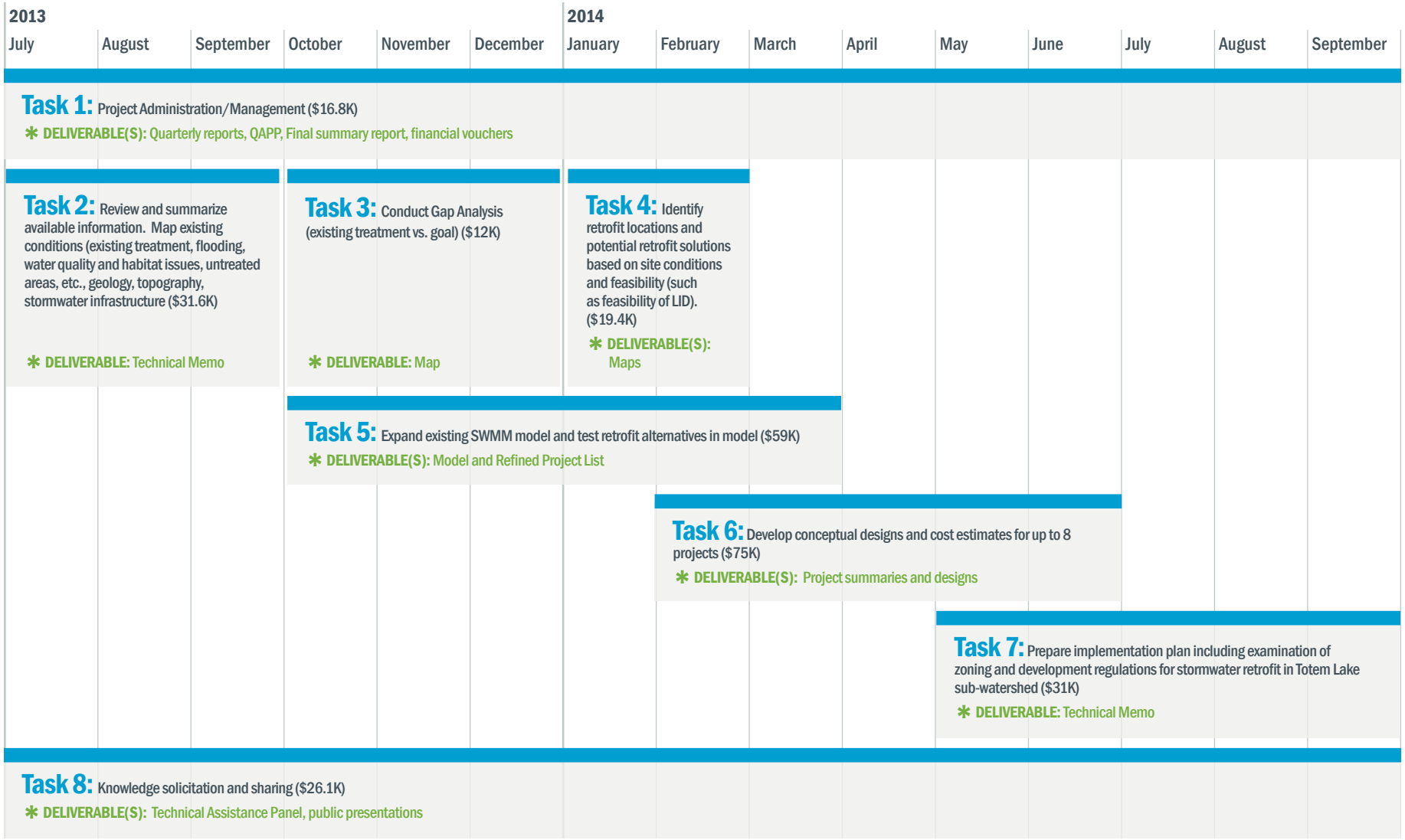


FIGURE 7
City of Kirkland Stormwater Retrofit Grant Application: Scope, Schedule and Budget Schematic



Budget

Goal: Identify and implement stormwater retrofit projects in Totem Lake Sub-Watershed to test application of ECY08 flow control standards.

Attachment C

NATIONAL ESTUARY PROGRAM (NEP)
WATERSHED PROTECTION AND RESTORATION
GRANT FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND THE

GRANT AGREEMENT NUMBER

[PROJECT TITLE]

TABLE OF CONTENTS

PART I. GENERAL INFORMATION 1
PART II. NEP FUNDING BACKGROUND 2
PART III. PROJECT OVERVIEW 3
PART IV. SCOPE OF WORK 3
PART V. PROJECT BUDGET 4
PART VI. SPECIAL TERMS AND CONDITIONS 5
PART VII. ALL WRITINGS CONTAINED HEREIN 5
ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE NATIONAL ESTUARY PROGRAM 6
BEST MANAGEMENT PRACTICES (BMP) IMPLEMENTATION 6
BMP TRACKING/INVOICING 8
CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION 8
CULTURAL AND HISTORIC RESOURCES PROTECTION 9
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 9
EDUCATION AND OUTREACH 10
EQUIPMENT PURCHASE 11
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS: 11
FINAL PAYMENT 11
FUNDING RECOGNITION 12
INCREASED OVERSIGHT 12
INDIRECT RATE 12

LIGHT REFRESHMENTS 12
MATCHING REQUIREMENTS 12
MINORITY AND WOMEN'S BUSINESS PARTICIPATION 13
PAYMENT REQUEST SUBMITTALS 13
PROCUREMENT 14
PROGRESS REPORTS 14
REQUIRED DOCUMENT SUBMITTALS 14
SPECIAL CONDITION FOR RECIPIENTS IN SNOHOMISH AND KING COUNTY 15
TRAINING ..... **ERROR! BOOKMARK NOT DEFINED.**
VOLUNTEER TIME DOCUMENTATION 15
WATER QUALITY MONITORING 15
ADMINISTRATIVE CONDITIONS 16
PROGRAMMATIC CONDITIONS 20
ATTACHMENT III: GENERAL TERMS AND CONDITIONS FOR ECOLOGY OF ECOLOGY 22
A. RECIPIENT PERFORMANCE 22
B. SUBGRANTEE/CONTRACTOR COMPLIANCE 22
C. THIRD PARTY BENEFICIARY 22
D. CONTRACTING FOR SERVICES (BIDDING) 22
E. ASSIGNMENTS 22
F. COMPLIANCE WITH ALL LAWS 22
G. KICKBACKS 23
H. AUDITS AND INSPECTIONS 23
I. PERFORMANCE REPORTING 23
J. COMPENSATION 24
K. TERMINATION 25
L. WAIVER 25
M. PROPERTY RIGHTS 25
N. SUSTAINABLE PRODUCTS 26
O. RECOVERY OF PAYMENTS TO RECIPIENT 27
P. PROJECT APPROVAL 27
Q. DISPUTES 27
R. CONFLICT OF INTEREST 27
S. INDEMNIFICATION 28
T. GOVERNING LAW 28
U. SEVERABILITY 28
V. PRECEDENCE 28

NATIONAL ESTUARY PROGRAM (NEP)
WATERSHED PROTECTION AND RESTORATION
GRANT FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND THE

THIS is a binding agreement between the state of Washington Department of Ecology [ECOLOGY] and [RECIPIENT]. The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:

Grant Number:

State Fiscal Year:

Total Project Cost: $

Total Eligible Cost: $

DEPARTMENT Share: $

RECIPIENT Share: $

DEPARTMENT Maximum Percentage: %

EFFECTIVE DATE:

EXPIRATION DATE:

RECIPIENT INFORMATION

RECIPIENT Name:

Mailing Address:

Fax Number:

Federal Taxpayer ID Number:

PROJECT Manager:

Email Address:

Phone Number:

PROJECT Financial Officer:

Email Address:

Phone Number:

ECOLOGY CONTACT INFORMATION

Project Manager:	**Kim Harper**
Email Address:	kim.harper@ecy.wa.gov
Phone Number:	(425) 649-4451
Fax Number:	(425) 649-7098
Mailing Address:	WA State Department of Ecology Northwest Regional Office 3190 160th Ave SE Bellevue, WA 98008-5452

Project Financial Officer:	**Kirsten Weinmeister**
Email Address:	kirsten.weinmeister@ecy.wa.gov
Phone Number:	(360) 407-6514
Fax Number:	(360) 407-7151
Mailing Address:	WA State Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- NEP Funds: (Catalog of Federal Domestic Assistance No. 66.123) Amount:
  ☐ Yes ☐ No

- Increased Oversight? ☐ Yes ☐ No

PART II. NEP FUNDING BACKGROUND

In October 2010, the Environmental Protection Agency (EPA) solicited a Request for Proposals to implement priority work consistent with the 2009 Action Agenda for the protection and restoration of Puget Sound. EPA solicited proposals from applicants that would serve as a Lead Organization (LO) for one of four areas of emphasis. In January 2011, Washington State agencies were selected as LOs, to coordinate six-year efforts to develop and implement strategies in four areas of emphasis:

- Watershed protection and restoration (LOs – Departments of Ecology and Commerce)
- Marine and nearshore protection and restoration (LOs – Departments of Fish & Wildlife and Natural Resources)
- Toxics and nutrients prevention, reduction and control (LO – Department of Ecology)
- Pathogen prevention, reduction, and control (LOs – Departments of Health and Ecology).

- For the Watershed grant, EPA allocated just over $14 million for the first three years of the grant. Subsequent funding is in part dependent on demonstration by the selected LOs to EPA and Congress that funds can be expeditiously and appropriately expended with significant measureable results. The LO work is being coordinated with EPA and PSP and is an important part of the Action Agenda update process.

PART III. PROJECT OVERVIEW

KEEP THIS SHORT

PART IV. SCOPE OF WORK

Task 1- Project Administration/Management

The RECIPIENT will administer the project. Responsibilities will 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; 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.

A. The RECIPIENT must manage the project. Efforts will include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

B. The RECIPIENT must ensure 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.

Task 2-_____ (Total Task Cost: $ **)**

A.

B.

Task 2 Deliverable or Target Date:

Task 3-_____(Total Task Cost: $ **)**

A.

B.

Task 3 Deliverable or Target Date:

Task 4-_____(Total Task Cost: $ **)**

A.
B.

Task 4 Deliverable or Target Date:

Task 5-_____(Total Task Cost: $ **)**
A.
B.

Task 5 Deliverable or Target Date:

PART IV. PROJECT BUDGET

[Project Name]		
TASKS/OBJECTS	TOTAL PROJECT COST	TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	$	$
2 -	$	$
3 -	$	$
4 -	$	$
Total	$	$
ECOLOGY's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: % of TEC		$
RECIPIENT Share: % of TEC Cash $ Interlocal $ In-kind $ Is any combination of the above match allowed? ☐ Yes ☐ No		$

PART V. SPECIAL TERMS AND CONDITIONS

A. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, ECOLOGY reserves the right to terminate this agreement.

B. The EFFECTIVE DATE of this agreement is the project start date. Any work performed prior to the EFFECTIVE DATE of this agreement, will be at the sole expense and risk of the RECIPIENT. Reimbursement for eligible costs incurred will not be released by ECOLOGY until the agreement is signed.

PART VI. ALL WRITINGS CONTAINED HEREIN

The following 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:

- This agreement
- Attachment I: General Project Management Requirements for the National Estuary Program
- Attachment II: Federal Provisions
- Attachment III: General Terms and Conditions
- The effective edition, at the signing of this agreement, of ECOLOGY's "Administrative Requirements for Ecology Grants and Loans" (Yellow Book)
- The associated funding guidelines that correspond to the fiscal year in which the project is funded
- The applicable statutes and regulations

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, ECOLOGY may redistribute the grant budget. ECOLOGY or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement:

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY	**[RECIPIENT NAME]**
_____	_____
GORDON WHITE **DATE**	**[SIGNATORY NAME]** **DATE**
SHORELANDS AND ENVIRONMENTAL ASSISTANCE, PROGRAM MANAGER	**[TITLE]**

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE NATIONAL ESTUARY PROGRAM * RIPARIAN PART IF NECESSARY

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.

Technical assistance for eligible water quality-related agriculture activities provided under the terms of this agreement must be consistent with current U.S. Natural Resources Conservation Service (NRCS) standards and Technical Guide. Technical assistance, proposed practices, or project designs that do not meet these standards may be accepted if approved in writing by the NRCS and ECOLOGY.

All restoration activities must be consistent with the Stream Habitat Restoration Guidelines, available at http://wdfw.wa.gov/publications/01374/wdfw01374.pdf , and the requirements below. If the RECIPIENT wishes to design a riparian buffer not consistent with the following requirements, the RECIPIENT must submit an adequate justification as to why these cannot be met and an alternate plan to ECOLOGY for review and approval.

1. Riparian Buffers:

   a. For agricultural areas, minimum buffer size for streams will be 35 feet (on both sides of the stream) measured from the top of the stream bank. For those streams which provide habitat for endangered or threatened aquatic species, the minimum buffer size will be two active stream channel widths (but not less than 35 feet on both sides). To maintain fully functional riparian ecosystems and provide sufficient habitat to meet the needs of fish and wildlife, it is recommended that the RECIPIENT use Washington Department of Fish and Wildlife buffer widths table whenever possible.

   b. When buffers are to be created in forested areas, buffer width must also be consistent with Forest Practices Rules.

   c. The RECIPIENT must obtain a conservation easement or a landowner agreement signed by the landowner prior to the establishment of a riparian buffer on private property. The conservation easement must be consistent with Funding Guidelines FY 2012 - 2013. The easement or a landowner agreement must be effective for a minimum of ten years unless otherwise authorized by ECOLOGY.

   d. The RECIPIENT must develop a written and signed three-year maintenance plan prior to establishing all riparian buffers. This plan will detail responsibilities for both the landowner and the RECIPIENT and must include details concerning, but not limited to, watering plants, replacing dead plants, controlling noxious weeds, and repairing and maintaining buffer fencing.

   e. Buffers established as part of this grant may not violate county Critical Area Ordinances, county Shoreline Rules, or other state and local regulations.

2. Riparian Plantings:

a. The RECIPIENT must develop plans for all riparian buffers prior to establishment which include plant locations and species. The plan must be based on an assessment of native plant associations and community types.

b. The RECIPIENT must only plant species that are riparian in nature and indigenous to the primary watershed where the buffer is being established. (Ask the question, "Would this plant historically have occurred at this site?")

c. The RECIPIENT must use, to the greatest extent possible, genetically appropriate plant materials collected from the primary or secondary watershed where the buffer is to be established.

d. The RECIPIENT must utilize, to the greatest extent possible, plant species that are early successional within the primary watershed. Early successional species are those whose characteristics are such that they are first to colonize after a disturbance.

3. Streambank Protection:

a. Streambank protection projects must not stand alone, but be part of a larger riparian buffer project. The project must include the buffer and planting requirements listed above.

b. Rock should not be used to armor a bank against the erosive forces of a stream or river unless a bridge, road, or other manmade structure cannot be protected by any other means. In any situation where rock is to be used, the RECIPIENT must submit the design to ECOLOGY for an evaluation.

c. Streambank protection designs must be consistent with the Aquatic Habitat Guidelines: Integrated Streambank Protection Guidelines document provided by ECOLOGY upon request.

4. Livestock Watering:

a. If the RECIPIENT proposes to convey water from a stream or river to a stock tank, the project must be consistent with the Policy for Conveying Stockwater Away From Streams to Protect Water Quality (Water Resources Program Policy POL-1025) and the requirements specified in the associated program funding guidelines. This policy allows small amounts of water consistent with historic practice to be diverted to stockwater tanks for consumption by livestock.

b. Off-stream watering systems will be the priority above designs that include water gaps in fencing for livestock access. If the RECIPIENT wishes to design water gaps, a plan must be submitted to ECOLOGY which details the design and a description of why off-stream systems cannot be utilized as well as detailing how potential impacts to water quality resulting from water gaps will be minimized.

BMP TRACKING/INVOICING

If the RECIPIENT implements an off-stream water facility, livestock feeding area BMPs, or a direct seed program the RECIPIENT must track the costs by landowner in vouchers submitted to ECOLOGY in order to ensure that the entire eligible cost of that BMP is reimbursed in full and does not exceed the financial assistance limit established in the BMP guidance.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. The RECIPIENT, 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 is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT 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 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 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 is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT 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 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 upon request. RECIPIENT must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to ECOLOGY's project manager prior to any soil disturbing activities. ECOLOGY will contact ECOLOGY of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

ECOLOGY of Archaeology and Historic Preservation has provided guidance that can be accessed online at: http://www.dahp.wa.gov/section-106
http://www.dahp.wa.gov/sites/default/files/External%20FINAL.pdf

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

Fair Share Objectives, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient
The dollar amount of this assistance agreement is over $250,000; or the total dollar amount of all of the recipient's non-Technical Assistance Grant assistance agreements from EPA in the current fiscal year is over $250,000. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Washington Office of Minority and Women's Business Enterprises** as follows:

MBE: PURCHASED GOODS 8%; PURCHASED SERVICES 10%; PROFESSIONAL SERVICES 10%
WBE: PURCHASED GOODS 4%; PURCHASED SERVICES 4%; PROFESSIONAL SERVICES 4%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar

construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Washington Office of Minority and Women's Business Enterprises.**

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts when procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs 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 will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of ECOLOGY of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

EDUCATION AND OUTREACH

The RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

The RECIPIENT must provide ECOLOGY up to two copies and an electronic copy either on floppy disks or CD-ROM 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. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product. The RECIPIENT must also supply ECOLOGY with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.
* content of this condition can be edited or deleted to fit the needs of the agreement*

EQUIPMENT PURCHASE

The following equipment will be eligible for purchase through this project: . The total cost of all equipment purchased under this project will not exceed $. Changes in equipment type must have prior approval from ECOLOGY.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

In order to comply with the FFATA, the recipient must complete the FFATA Data Collection Form and return it to ECOLOGY. ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov . This information will be made available to the public at www.usaspending.gov. Recipients who do not have a DUNS number can find guidance at www.grants.gov . **Please note that Ecology will not pay any invoices until it has received the completed FFATA Data Collection Form.** Any recipient that meets each of the criteria below must also report compensation for its five top executives, using Ecology's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

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

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FINAL PAYMENT

All payments must be submitted to ECOLOGY and paid in full no later than 90 days after the date listed in the Time Extension condition below. Any payment requests received after this date will not be eligible for reimbursement. Final payments are not eligible for reimbursement until all work is complete and all required paperwork had been submitted and approved by ECOLOGY.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, 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 ECOLOGY upon request.

INCREASED OVERSIGHT

At ECOLOGY'S request, the RECIPIENT agrees to submit all backup documentation with each payment request submittal. In addition, ECOLOGY's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. ECOLOGY's Financial Manager may require a list of items included in the indirect rate at any time.

LIGHT REFRESHMENTS

The RECIPIENT may spend up to $ per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed $ * this condition may be deleted if not applicable*

MATCHING REQUIREMENTS * this condition may be deleted if not applicable*

Cash, interlocal, or in-kind match is allowed to meet match requirements for this project. Interlocal contributions will also count as cash match. Applicants may NOT use other grant funds for meeting this match requirement.

Matching funds must be incurred during the award period, and used for eligible project expenses reasonable and necessary to complete the work plan. In-kind contributions include volunteer or donated time, equipment, expertise, salaries, or other verifiable costs, and are subject to the federal regulations governing matching fund requirements at 40CFR 31.24 or 40 CFR 30.23, as applicable. All grant funds are subject to federal audit. Any restrictions on the use of grant funds also apply to the use of matching funds.

Interlocal Match Requirement**.** The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements are consistent with all of the following:

- Terms of this grant agreement
- The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this agreement.
- Chapter 39.34 RCW Interlocal Cooperation Act

In-Kind Match Requirement**.** If in-kind match is specified in the project budget, property and services donated by organizations or individuals may be used.

Documentation will be required for all donated property and services.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

a) Include qualified minority and women's businesses on solicitation lists.

b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

e) 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.

The RECIPIENT must report to ECOLOGY at the time of submitting each invoice, on forms provided by ECOLOGY, payments made to qualified firms. Please include the following information:

a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.

b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

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

Supporting Documentation: The RECIPIENT must submit all payment request vouchers and supportive documentation to ECOLOGY's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms:

Any Match Combination	Cash Only Match	Where Applicable
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs: The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis" no more often than once per month unless allowed by ECOLOGY's Financial Manager. ECOLOGY's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit electronic quarterly progress reports to ECOLOGY's Financial Manger and Project Manager. Payment requests will not be processed unless all progress reports have been submitted to ECOLOGY.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a current Progress Report. A progress report must be submitted even if no progress has occurred.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The recipient must also attach all landowner agreements signed during the respective quarter to each progress report.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to ECOLOGY as requested by ECOLOGY's Project Manager or Financial Manager:

- Electronic copy of draft project completion report
- Electronic copy of final project completion report
- Educational products developed under this agreement – up to 2 copies
- Documents that require ECOLOGY Approval – 2 copies (one for ECOLOGY and one for the RECIPIENT)
- Interlocal agreements – 1 copy for ECOLOGY's Financial Manager
- Professional services procurement agreements – 1 copy to ECOLOGY's Financial Manager

Additional Required Document Submittals for the National Estuary Program used by ECOLOGY to satisfy Federal Provisions.

- Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form – 1 signed original copy submitted to ECOLOGY's Financial Manager with the first payment reimbursement request

SPECIAL CONDITION FOR RECIPIENTS IN SNOHOMISH AND KING COUNTY

For RECIPIENTS in either Snohomish or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude ECOLOGY from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

VOLUNTEER TIME DOCUMENTATION

The RECIPIENT must report to ECOLOGY the total number of volunteer (unpaid) hours contributed to the restoration or monitoring project, including time not being credited for matching purposes. This information will be conveyed to the Governor of the State of Washington in fulfillment of a request for state agencies to collect information about volunteers working for clean water* This condition may be deleted if not applicable.

QUALITY ASSURANCE

Quality Assurance Project Plan (QAPP). Prior to initiating project activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP) Waiver Form. If ECOLOGY's Quality Control Manager determines that a QAPP is needed, the RECIPIENT must prepare a QAPP. The QAPP must follow Ecology's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* (*Guidelines*), July 2004 (Ecology Publication No. 04-03-030). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology's project manager for review, comment, and must be approved before starting the environmental activities covered by the QAPP. For more information, visit:

http://www.ecy.wa.gov/programs/eap/qa/docs/GranteeQAPP/index.html

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on ECOLOGY of Ecology's Environmental Assessment Program's website, available at:

http://www.ecy.wa.gov/apps/eap/acclabs/labquery.asp

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-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 data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

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

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

If GIS data is collected, Ecology data standards are encouraged. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables. More information is available at:

http://www.ecy.wa.gov/services/gis/data/standards/standards.htm

ATTACHMENT II: FEDERAL PROVISIONS

The Sub-Recipients shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

ADMINISTRATIVE CONDITIONS

1. **Cost Principles**
   Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.

   2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
   2 CFR 220 (A-21) for Educational Institutions
   2 CFR 230 (A-122) Nonprofit Organizations
   FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at http://www.whitehouse.gov/omb/circulars_default. Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. **Audit Requirements**
   The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. **Hotel-Motel Fire Safety Act**
   Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to 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 (PL 101-391, as amended. Sub-Recipient may search the Hotel-Motel National Master List at: http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. **Recycled Paper**

   Institutions of Higher Education Hospitals and Non-Profit Organizations

   In accordance with 40 CFR 30.16, Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

   State Agencies and Political Subdivisions

   In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

   State and Local Institutions of Higher Education and Non-Profit Organizations

   In accordance with 40 CRF 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

   State Tribal and Local Government Recipients

   In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not

apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. **Lobbying**
   Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying.* Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

   Part 30 Recipients

   All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

   Lobbying and Litigation

   Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. **Suspension and Debarment**
   Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Sub-Recipient may access the Excluded Parties List System at: http://www.epls.gov. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. **Drug-Free Workplace Certification**
   Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award. Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. The consequences for violating this condition are detailed

under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. **Management Fees**
   Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. **Reimbursement Limitation**
   If Sub-Recipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

10. **Trafficking in Persons**
    The following prohibition statement applies to Sub-Recipient, and all sub-awardees of Sub-Recipient. Sub-Recipient must include this statement in all sub-awards made to any private entity under this Agreement.

    "YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. **DUNS and CCR Requirements**
    Unless otherwise exempted from this requirement under 2 CFR 25.110, Sub-Recipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later. Sub-Recipient may not make a sub-award to any entity unless the entity has provided its DUNS number to Sub-Recipient.

12. **FY2011 ACORN Funding Restriction**
    No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

13. **Disadvantaged Business enterprise Requirements, General Compliance**
    Sub-Recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

14. **Sub-Awards**
    If Sub-Recipient makes sub-awards under this Agreement, Sub-Recipient is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. Sub-Recipient agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain Ecology's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

15. FY12 APPR ACT: Unpaid Federal Tax Liabilities and Federal Felony Convictions

This award is subject to the provisions contained in ECOLOGY of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

PROGRAMMATIC CONDITIONS

1. Semi-Annual Performance Reports

Consistent with 40 CFR §35.115 and EPA Order 5700.7, the sub-recipient will submit performance reports using the Financial and Ecosystem Accounting Tracking System (FEATS) form every six (6) months during the life of the project. The FEATS form will be provided to the sub-recipient by the Ecology Project Manager. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted on or before April 15th and October 15th of each calendar year to the Ecology Project Manager. It is preferred that reports be submitted by electronic mail. In accordance with 40 CFR Part 30.51(d) and 40 CFR Part 31.40, as appropriate, the sub-recipient agrees to submit performance reports that include brief information on each of the following areas:

(a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan and sub-awards for the period.

(b) The reasons for slippages if established outputs/outcomes were not met.

(c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the sub-recipient shall immediately notify Ecology Project Manager of developments that have a significant impact on the award-supported activities. In accordance with 40 CFR Part 30.51(f) and 40 CFR Part 31.40(d), as appropriate, the sub-recipient agrees to inform the Ecology Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

> "THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER PUGET SOUND ECOSYSTEM RESTORATION AND PROTECTION COOPERATIVE AGREEMENT GRANT PC-00J20101 WITH 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 MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

3. Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Ecology acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

4. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Ecology Project Manager prior to releasing any final reports or products resulting from the funded study.

5. Quality Assurance.

The RECIPIENT must first complete a Quality Assurance Project Plan (QAPP) waiver form (see http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html). Completing the waiver form may indicate that a detailed QAPP is required. *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* can be found at http://www.ecy.wa.gov/biblio/0403030.html. The RECIPIENT must submit a waiver or QAPP to Ecology's QA Officer for review, comment, *and final approval* prior to conducting any work on the project (e.g., field measurements, sample collections, laboratory analyses, analysis of

existing data, modeling). All relevant environmental data must be submitted to Ecology in EIM format (see http://www.ecy.wa.gov/eim) unless specified otherwise by the QA Officer.

ATTACHMENT III: GENERAL TERMS AND CONDITIONS FOR 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 only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

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 ECOLOGY.

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 ECOLOGY that all approvals and permits have been secured, and make copies available to ECOLOGY upon request.
2. Discrimination. ECOLOGY 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. If the agreement is federally-funded, the RECIPIENT shall report to ECOLOGY 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, ECOLOGY 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 ECOLOGY 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 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 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 $500,000 or more in a year in Federal funds. The $500,000 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 ECOLOGY within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to ECOLOGY with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to ECOLOGY 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 ECOLOGY 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 thirty (30) 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 ECOLOGY 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 approved 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 ECOLOGY. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by ECOLOGY, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to ECOLOGY and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions 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.

3. Final Request(s) for Payment. The RECIPIENT should 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.

4. Performance Guarantee. ECOLOGY may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by ECOLOGY may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in ECOLOGY'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.

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

6. 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.

7. 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 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 there under 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 ECOLOGY, 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 ECOLOGY for damages sustained by ECOLOGY and/or the State of Washington because of any breach of 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.

2. Insufficient Funds. The obligation of ECOLOGY 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 ECOLOGY 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 ECOLOGY 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 agreed upon in writing for commencement of work, ECOLOGY 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 ECOLOGY.

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 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. 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 ECOLOGY; present papers, lectures, or seminars involving information supplied by ECOLOGY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
3. Tangible Property Rights. ECOLOGY'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 ECOLOGY 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 ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by ECOLOGY. If said property is lost, stolen or damaged while in the RECIPIENT's possession, ECOLOGY 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 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.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see http://www.ecy.wa.gov/sustainability/.

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 ECOLOGY all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of ECOLOGY by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds. If payments have been discontinued by ECOLOGY 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 ECOLOGY, may become ECOLOGY'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 ECOLOGY 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 ECOLOGY 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. ECOLOGY 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. 04/04

City of Kirkland - Totem Lake/Juanita Creek Basin Stormwater Retrofit Conceptual Design

PROJECT OVERVIEW

This project will build on previous work completed for Juanita Creek Basin that developed ecological watershed-based goals for retrofitting and modeled various scenarios against those goals. This project will apply the recommended flow control and water quality treatment scenario that most closely meets ecological goals and develop prioritized plans and cost estimates for on-the-ground facilities to implement that scenario. This project is a pilot implementation of this ecological goal-based approach to stormwater control in support of watershed restoration.

SCOPE OF WORK

Task 1- Project Administration/Management:

A. The RECIPIENT will administer the project. Responsibilities will 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; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required deliverables.

B. The RECIPIENT will manage the project. Efforts will include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; grant managers at Ecology; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

C. The RECIPIENT will ensure 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.

<u>Deliverables:</u>

1. Quality Assurance Project Plan (QAPP) Waiver Form and, if necessary, QAPP
2. Quarterly progress reports and financial vouchers
3. Semi-annual FEATS status reports
4. Final project summary report

DRAFT

Task 2- Review and Summarize Available Information:

A. The RECIPIENT will review available data from existing reports, GIS (geographic information systems) coverages, and hydrologic and hydraulic models. Sources of data include: stormwater infrastructure data, geologic maps, geotechnical and well-bore data, water quality monitoring data, Pollutant Hot Spots Analysis, Stormwater Retrofit Analysis and Recommendations for Juanita Creek Basin in the Lake Washington Watershed, stormwater facility data , existing and potential future land use and zoning, critical areas maps, SWMM model for Totem Lake area, and Juanita Creek HSPF hydrologic model.
B. The RECIPIENT will evaluate data to determine location and severity of existing problems in relation to existing flow control and/or water quality treatment and opportunities for retrofit.
C. The RECIPIENT will evaluate site condition data with regard to potential stormwater flow control and water quality treatment alternatives, including shallow and deep infiltrative techniques. Available groundwater data, geologic conditions, topography, and critical areas maps will be reviewed to determine the potential for infiltrative stormwater management techniques.
D. The RECIPIENT will conduct field visits to validate data review, including stormwater facility locations and conditions, infrastructure, and critical areas.

Deliverables:

1. Technical memorandum documenting data review and summarizing existing conditions, potential future conditions, and stormwater retrofit opportunities. Technical memorandum will include site maps illustrating existing conditions and preliminary locations of potential stormwater retrofit opportunities.

Task 3- Conduct Gap Analysis:

A. The RECIPIENT will create a map showing locations of existing stormwater treatment facilities, contributing drainage areas, and standards of treatment. For facilities where no information is available, assumptions will be made based on the age of the facility and the standards or design manual that was presumed to be used at the time of facility construction.
B. The RECIPIENT will compare existing treatment in the Totem Lake sub-watershed to treatment needed to meet current water quality standards and flow control standard ECY08.

Deliverables:

1. Map of areas (1) treated for stormwater flow control, including standards for matching peaks and/or durations, (2) treated for water quality treatment, including standards for basic or enhanced treatment and/or targeted pollutants, and (3) without existing stormwater treatment, including pollution-generating and non-pollution generating impervious or pervious surfaces.

DRAFT

Task 4- Identify Stormwater Retrofit Locations and Types of Solutions:

A. Using existing data summary (Task 2) and the gap analysis (Task 3), the RECIPIENT will identify potential locations for stormwater retrofit, including new facilities and/or repurposing or re-configuration of existing facilities.
B. The RECIPIENT will create a location map of potential infiltrative low impact development opportunities, using existing data summarized in Task 2.
C. The RECIPIENT will develop a list of potential stormwater retrofit solutions for each opportunity location based on site-specific conditions including space (right-of-way available, vacant parcels, etc.), topography (flat vs. steep terrain), conveyance considerations, infiltration potential, and other site considerations.

Deliverables:

1. Map of potential stormwater retrofit locations.
2. Map of potential infiltrative low impact development stormwater retrofit opportunities.
3. List of stormwater retrofit techniques that could be employed at each location.

Task 5- Expand Existing SWMM Model and Test Alternatives:

A. The RECIPIENT will expand the existing SWMM model developed for the lower portion of the Totem Lake sub-watershed to include the entire Totem Lake sub-watershed, including existing stormwater treatment facilities.
B. The RECIPIENT will test alternative stormwater retrofit scenarios against current water quality treatment standards and flow control standard ECY08. The RECIPIENT will iterate various solutions in the model to optimize existing treatment facilities and implement new facilities capable of meeting the standards.

Deliverables:

1. Expanded SWMM model.
2. Refined list of stormwater retrofit scenarios (location, size and type) that will meet flow control standard ECY08 and current water quality standards.

Task 6- Prepare List of Stormwater Retrofit Projects, Conceptual Designs and Cost Estimates:

A. The RECIPIENT will develop conceptual designs and planning level cost estimates for up to 8 different stormwater retrofit capital improvement projects. These projects will be included in the City's updated Surface Water Master Plan for inclusion in the City's Capital Improvement Program, and will be prioritized with other identified capital improvement projects based on feasibility and benefit.
B. The RECIPIENT will develop non-capital stormwater retrofit alternatives, including code revisions, incentives, and other mechanisms to encourage private stormwater retrofit that will help collectively achieve the ECY08 standard and current water quality standards in the Totem Lake sub-watershed.

DRAFT

Deliverables:

1. Conceptual designs (location, type and size) and planning level cost estimates for up to 8 stormwater retrofit capital improvement projects.
2. Project summaries for up to 3 non-capital stormwater retrofit alternatives. Examples of non-capital stormwater retrofit alternatives include basin-specific incentive programs, private-public partnerships, and development code or zoning revisions.

Task 7- Develop Implementation Plan:

A. The RECIPIENT will develop criteria (focusing on feasibility and benefits) for which to prioritize projects identified in Task 6.
B. The RECIPIENT will prioritize capital improvement projects and non-capital stormwater retrofit alternatives based on feasibility and benefit criteria.
C. The RECIPIENT will develop an implementation schedule for retrofit in the Totem Lake sub-watershed. The implementation schedule will focus on City-driven projects, but will also include retrofit projects that will likely occur with redevelopment on private parcels.

Deliverables:

1. Technical implementation plan memorandum for Totem Lake sub-watershed stormwater retrofit, including project list, costs, schedule, and background information developed in previous tasks. The implementation plan will be an appendix to the City's updated Surface Water Master Plan, and projects will be included in the capital improvement project list.

Task 8 - Knowledge Solicitation and Sharing:

A. The RECIPIENT will convene a technical assistance panel (TAP) through project partner, Urban Land Institute Northwest, to address stormwater retrofit opportunities in the context of land use planning, and redevelopment potential. The technical assistance panel will provide feedback to the project team following development of initial stormwater retrofit projects.
B. The RECIPIENT will present results of Totem Lake sub-watershed stormwater retrofit project at APWA (American Public Works Association) stormwater manager's meeting to share lessons learned and project approach with local and regional jurisdictions, regulators and consultants.

Deliverables:

1. Technical Assistance Panel summary report.
2. Powerpoint presentation summarizing results.

DRAFT

Summary Table of Deliverables by Task

Task Number	Deliverable Description	Due Date
1	Quality Assurance Project Plan (QAPP) Waiver Form and, if necessary, QAPP	7/30/2013
1	Quarterly progress reports and financial vouchers	Quarterly
1	Semi-annual FEATS status reports	Semi-annually
1	Final project summary report	9/30/2014
2	Technical memorandum documenting data review and summarizing existing conditions, potential future conditions, and stormwater retrofit opportunities. Technical memorandum will include site maps illustrating existing conditions and locations of potential stormwater retrofit opportunities.	9/30/2013
3	Map of areas (1) treated stormwater flow control, including standards for matching peaks and/or durations, (2) treated for water quality treatment, including standards for basic or enhanced treatment and/or targeted pollutants, and (3) without existing stormwater treatment, including pollution-generating and non-pollution generating impervious or pervious surfaces.	12/30/2013
4	Map of potential stormwater retrofit locations.	2/28/2014
4	Map of potential infiltrative low impact development stormwater retrofit opportunities.	2/28/2014
4	List of stormwater retrofit techniques that could be employed at each location.	2/28/2014
5	Expanded SWMM model.	1/30/2014
5	Refined list of stormwater retrofit scenarios (location, size and type) that will meet flow control standard ECY08 and current water quality standards.	3/30/2014
6	Conceptual designs (location, type and size) and planning level cost estimates for up to 8 stormwater retrofit capital improvement projects.	6/30/2014

DRAFT

6	Project summaries for up to 3 non-capital stormwater retrofit alternatives. Examples of non-capital stormwater retrofit alternatives include basin-specific incentive programs, private-public partnerships, and development code or zoning revisions.	6/30/2014
7	Technical implementation plan memorandum for Totem Lake sub-watershed stormwater retrofit, including project list, costs, schedule, and background information developed in previous tasks. The implementation plan will be an appendix to the City's updated Surface Water Master Plan, and projects will be included in the capital improvement project list.	9/15/2014
8	Technical Assistance Panel summary report.	4/30/2014
8	Powerpoint presentation summarizing results.	9/15/2014

DRAFT

Budget Table 1. Total Cost by Task

Totem Lake/Juanita Creek Basin Stormwater Retrofit Conceptual Design		
TASKS	**TOTAL PROJECT COST**	**TOTAL ELIGIBLE COST**
Task 1. Project Administration/Management	$16,807	$0
Task 2. Review and Summarize Available Information	$31,600	$31,600
Task 3. Conduct Gap Analysis	$12,000	$12,000
Task 4. Identify Stormwater Retrofit Locations and Types of Solutions	$19,400	$16,400
Task 5. Expand Existing SWMM Model and Test Alternatives	$59,053	$57,000
Task 6. Prepare List of Stormwater Retrofit Projects, Conceptual Designs and Cost Estimates	$75,000	$75,000
Task 7. Develop Implementation Plan	$31,000	$31,000
Task 8. Knowledge Solicitation and Sharing	$26,100	$24,100
TOTAL	$270,960	$247,100
The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		

DRAFT