



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 6, 2015

Ordinance 18020

Proposed No. 2014-0360.2

Sponsors McDermott

1 AN ORDINANCE authorizing the King County executive
2 to enter into four agreements with the Washington state
3 Department of Ecology for loan financing for wastewater
4 capital projects.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. The Washington state Department of Ecology has awarded the department of
8 natural resources and parks \$67,500,000 in State Revolving Fund loans for the fiscal year
9 2015 cycle.

10 B. These low-interest loans will save King County \$33,478,623 in interest
11 payments over thirty years, which is \$13,325,560 net present value, as compared to
12 conventional bond financing.

13 C. These State Revolving Fund loans will help finance four important projects
14 that are part of King County's wastewater capital improvement program.

15 **SECTION 2.** A. The executive or the executive's designee is hereby authorized
16 to enter into four agreements with the Washington state Department of Ecology for loan
17 financing of capital costs associated with the construction costs for:

- 18 1. Barton Combined Sewer Overflow ("CSO") control project;
19 2. North Beach CSO control project;

20 3. South Magnolia CSO control project; and

21 4. Fremont Siphon replacement project.

22 B. The maximum respective loan amounts for the loans authorized under
23 subsection A. of this section shall be:

24 1. \$8,559,416;

25 2. \$3,031,594;

26 3. \$26,449,931; and

27 4. \$29,459,059.

28 C. The loan twenty-year agreements shall have an annual interest rate of 2.7
29 percent.

30 D. The loan agreements shall be substantially in the form of Attachment A to this
31 ordinance.
32

Ordinance 18020 was introduced on 8/18/2014 and passed by the Metropolitan King County Council on 4/6/2015, by the following vote:

Yes: 7 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Lambert,
Mr. Dunn, Mr. McDermott and Mr. Dembowski
No: 0
Excused: 2 - Mr. Phillips and Mr. Upthegrove

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2015 APR 16 PM 3:40
KING COUNTY COUNCIL CLERK

APPROVED this 16th day of April, 2015.



Dow Constantine, County Executive

Attachments: A. Washington State Department of Ecology Loan Agreements March 25, 2015

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD



Agreement WQC-2015-KCoNRP-00002

Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KING COUNTY - DNR&P - WTD

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and KING COUNTY - DNR&P - WTD, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Barton CSO Beach Project (Construction Phase)
Total Cost:	\$9,231,048.00
Total Eligible Cost:	\$8,559,416.00
Ecology Share:	\$8,559,416.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	02/24/2014
The Expiration Date of this Agreement is no later than	03/31/2016
Project Type:	Wastewater Facility

Project Short Description:

The RECIPIENT will construct green stormwater infrastructure (GSI) in public right-of-way to intercept and infiltrate neighborhood stormwater runoff before runoff reaches the combined sewer, thereby reducing combined sewer overflow (CSO) events at the Barton pump station.

Project Long Description:

The RECIPIENT will construct green stormwater infrastructure (GSI) in public right-of-way to intercept and infiltrate neighborhood stormwater runoff before runoff reaches the combined sewer, thereby reducing combined sewer overflow (CSO) events at the Barton pump station.

The RECIPIENT will construct improvements in existing City of Seattle owned right-of-way planting strips and streets in residential neighborhoods. These improvements include but are not limited to bioretention swales, underdrains, underground injection control (UIC) wells, plantings and street trees; installation of non-GSI trees and plantings; street signage and striping; and restoration and/or modification of existing right-of-way improvements.

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
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with inherent existing conditions including but not limited to resident access, pedestrian access, activity, vehicular movement, service provider (waste pickup, recycling, etc.) access, on-street parking, etc. that must be maintained during construction; coordination with utility providers to adjust existing utilities impacted by the work; removal of existing trees; construction of GSI measures including but not limited to bioretention swales, underground injection control (UIC) wells, and plantings and street trees.

Overall Goal:

The RECIPIENT's overall goal is to ensure that this CSO project can demonstrate that the facility is achieving the state water quality standard requiring that CSO discharges be reduced to no more than one untreated discharge per year on average at this CSO location and being in compliance with the consent decree issued by the U.S Department of Justice, the Environmental Protection Agency (EPA) and ECOLOGY.

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

RECIPIENT INFORMATION

Organization Name: KING COUNTY - DNR&P - WTD

Federal Tax ID: 91-6001327
DUNS Number: 135108934

Mailing Address: 201 S Jackson St., KSC-NR-0502
Seattle, WA, 98104-3855

Physical Address: 201 S Jackson, KSC-NR-0502
Seattle, Washington, 98104-3855

Organization Email: steve.baruso@kingcounty.gov

Organization Fax: (206) 684-1741

Contacts

Project Manager	Steve Baruso Grants Administrator 201 S Jackson St. KSC-NR-0502 Seattle, Washington, 98104 Email: steve.baruso@kingcounty.gov Phone: (206) 477-5366
Billing Contact	Steve Baruso Grants Administrator 201 S Jackson St. KSC-NR-0502 Seattle, Washington, 98104 Email: steve.baruso@kingcounty.gov Phone: (206) 477-5366
Authorized Signatory	Pam Elardo Director 201 South Jackson Street KSC-NR-0501 Seattle, Washington, 98104 Email: pam.elardo@kingcounty.gov Phone: (206) 477-5371

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kenneth Ziebart 3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164
Financial Manager	Jeanna Ridner P.O. Box 47600 Olympia, Washington, 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

KING COUNTY - DNR&P - WTD

Program Manager _____ Date _____
Heather Bartlett
Water Quality

Pam Elardo _____ Date _____
Director

Pam Elardo

King County Wastewater Treatment Division _____ Date _____
Director

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 1 **Task Cost: \$705,103.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); 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.

B. 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.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Mary Wohleb

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 2 **Task Cost: \$5,361,884.00**

Task Title: Construction Contract

Task Description:

A. The RECIPIENT must include ECOLOGY's specification insert in the bid documents. The RECIPIENT must execute a contract with the low responsive responsible bidder to construct the project. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will construct the green stormwater infrastructure improvements shown in King County Contract No. C00794C13, which was approved by ECOLOGY on June 20, 2013, including approved change orders. The construction project will include:

- Construction of improvements in existing City of Seattle-owned right of way planting strips.
- Construction of GSI measures.
- Installation of non-GSI trees and plantings.
- Other appurtenances and improvements shown on the plans.

C. The project includes the following items that meet the EPA green project reserve criteria:

- Bioretention swales.
- Underground injection control (UIC) wells.
- Plantings and street trees.

D. The RECIPIENT must conduct a pre-construction conference and provide ECOLOGY staff with the minutes of that meeting.

Task Goal Statement:

Successful completion of the scope of work of the contract including meeting all applicable permit standards.

Task Expected Outcome:

- Contractor shall be required to obey all applicable laws and regulations including but not limited to those relating to safety, wage rates, pollution control, noise control, traffic control, non-discrimination; working conditions, and working hours.
- Contractor's materials and workmanship shall comply with the requirements stipulated in the contract (bidding documents). The requirements are numerous and not repeated here to conserve space.
- Contractor shall ensure that all subcontractors and equipment suppliers perform to these same requirements as applicable.

Recipient Task Coordinator: Mary Wohleb

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Construction Contract

Deliverables

Number	Description	Due Date
2.1	Copy of the advertisement for bids with affidavit of publication, bid tabs in Excel format, notice of award, notice to proceed, and a copy of the executed construction contract.	
2.2	Completion of the construction in conformance with the plans, specifications and approved change orders.	
2.3	Documentation of project elements that meet the EPA green project reserve criteria.	
2.4	Minutes of the pre-construction meeting.	
2.5	An electronic copy of the contractor's monthly pay estimates in Microsoft Excel format.	

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 3 Task Cost: \$1,176,790.00

Task Title: Construction Management and Engineering Services

Task Description:

A. The RECIPIENT must provide adequate and competent construction management and inspection for the project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT must procure them in accordance with Chapter 11 of Title 40, United States Code. The RECIPIENT must include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT must develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT must provide a plan of interim operation for the facility (WAC 173-240-070(1)) while under construction.

D. The RECIPIENT must ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT must also provide a copy of the contractor's construction schedule in PDF format to the DEPARTMENT'S Project Manager within 30 days of the start of construction, and provide updates at three-month periods minimum, or when major changes occur.

E. Upon completion of construction, provide ECOLOGY's Project Manager with a set of record drawings of the construction which reflect changes, modifications, and revisions made to the project during construction. Provide the record drawings in AutoCAD electronic format or PDF searchable format as requested by the ECOLOGY's Project Manager, and in reduced size (11"x17") paper copy format.

Task Goal Statement:

Successful administration and completion of the contract scope of work by MWH Constructors, the Consultant, as outlined in the agreement with King County.

Task Expected Outcome:

- Timely completion of all consultant work.
- Consultant must stay on time and on budget for the complete task.
- Consultant must manage all subconsultants and ensure subconsultants stay on time and within budget.
- Maintenance of all consultant project records in compliance with SRF regulations.
- Technical memos addressing construction issues, for use by King County staff involved in the design process.
- Daily inspection reports.
- Photos, videos and logs.
- Comply with and enforce the construction contract documents.
- Comply with and enforce applicable funding agency requirements.
- Comply with all applicable federal, state, and local laws and regulations.
- Respond to construction contractor submittals and questions in timely manner consistent with the construction contracts.
- Comply with programmatic archaeological agreement.

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Recipient Task Coordinator: Mary Wohleb

Construction Management and Engineering Services

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring construction management services.	
3.3	Construction Quality Assurance Plan.	
3.4	Plan of interim operation.	
3.5	Declaration of Construction Completion form in accordance with WAC 173-240-090 upon project completion.	
3.6	"As-built" plans.	

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 4 **Task Cost: \$433,473.00**

Task Title: Community Relations WTD Staff Labor

Task Description:

A. The RECIPIENT will perform the work under this task using its own forces. The RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions.

B. Implement public involvement communications during the construction phase of the project.

C. Work with project construction staff to identify major impacts that the construction will impede on the neighbors and businesses.

D. Communicate these impacts in advance notices to the neighbors and businesses around the area in case there are questions or concerns that must be addressed prior to the impact happening.

Task Goal Statement:

The goal of public involvement during the construction phase is to reduce construction impacts where possible and develop and maintain informative and supportive relationships with affected residents , businesses, and property owners.

Task Expected Outcome:

Objectives of Public Involvement during Construction:

1. Provide advance notice of work planned.
2. Keep people apprised of progress, changes, etc.
3. Provide means for people to ask questions, convey concerns, etc.
4. Ensure reasonable and prompt responses to concerns, requests, and complaints.

Recipient Task Coordinator: Mary Wohleb

Community Relations WTD Staff Labor

Deliverables

Number	Description	Due Date
4.1	Documentation of successful implementation of construction phase, public involvement, and communication.	

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 5 Task Cost: \$870,605.00

Task Title: Utility Relocate, Tree Transplanting, & Permit Fee

Task Description:

A. RECIPIENT will perform the work under this task using its own forces. The RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions.

B. Relocate Puget Sound Energy gas service utilities in GSI sites.

C. Remove trees and transplant trees in the project area.

D. Adjust water service in GSI sites.

E. Obtain permits and licenses that are not covered in the construction contract: Term Permit, Building Inspection and Other Agency Permits.

Task Goal Statement:

Successful administration and completion of the these tasks in order to keep the project schedule on time and within the budget.

Task Expected Outcome:

- Timely completion of tasks.
- Must stay on time and on budget for the complete task.
- Maintenance of all consultant project records in compliance with SRF regulations.
- Technical memos addressing construction issues, for use by King County staff involved in the design process.
- Daily inspection reports.
- Photos, videos and logs.
- Comply with and enforce the construction contract documents.
- Comply with and enforce applicable funding agency requirements.
- Comply with all applicable federal, state, and local laws and regulations.
- Respond to construction contractor submittals and questions in timely manner consistent with the construction contracts.
- Comply with programmatic archaeological agreement.

Recipient Task Coordinator: Mary Wohleb

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Utility Relocate, Tree Transplanting, & Permit Fee

Deliverables

Number	Description	Due Date
5.1	Provide summary of the location and costs for PSE gas service relocations, water service relocations, and other utility relocations.	
5.2	Summarize Building Inspection and Other Agency Permits and costs required for the project not included in the construction contract.	
5.3	Provide a copy of the executed two-Year Maintenance Contract.	

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 6 **Task Cost: \$11,561.00**

Task Title: Construction Change Orders

Task Description:

A. The RECIPIENT must negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT must submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

Submittal of all change orders. Changes to the construction contract must be approved prior to reimbursement for work performed under this task.

Task Expected Outcome:

Submittal and approval of all change orders.

Construction Change Orders

Deliverables

Number	Description	Due Date
6.1	Submittal and approval of all change orders.	

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

BUDGET

Funding Distribution EF150093

Funding Title: SRF Forgivable Principal
 Funding Type: forgivable loan Funding Expiration Date: 03/31/2016
 Funding Effective Date: 02/24/2014
 Funding Source:

Title: CWSRF - SFY15
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principal	Task Total
Construction Contract	\$ 766,117.00

Total: \$ 766,117.00

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

BUDGET

Funding Distribution EL150092

Funding Title: SRF Loan
 Funding Type: loan Funding Expiration Date: 03/31/2016
 Funding Effective Date: 02/24/2014
 Funding Source:

Title: CWSRF - SFY15
 Type: Federal
 CFDA: 66.458
 Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%
 Terms: 20 years

Project Start Date: 02/24/2014 Project Completion Date: 03/31/2016
 Estimated Initiation of Operation date: 11/30/2015
 Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$
 Final Loan Amount: \$
 Repayment Schedule Number: 2071

SRF Loan	Task Total
Project Administration/Management	\$ 705,103.00
Construction Contract	\$ 4,595,767.00
Construction Management and Engineering Services	\$ 1,176,790.00
Community Relations WTD Staff Labor	\$ 433,473.00
Utility Relocate, Tree Transplanting, & Permit Fee	\$ 870,605.00
Construction Change Orders	\$ 11,561.00

Total: \$ 7,793,299.00

Agreement No: WQC-2015-KCoNRP-00002
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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 766,117.00	\$ 766,117.00
SRF Loan	0.00 %	\$ 0.00	\$ 7,793,299.00	\$ 7,793,299.00
Total		\$ 0.00	\$ 8,559,416.00	\$ 8,559,416.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY'S ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

Agreement No: WQC-2015-KCoNRP-00002
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“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

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“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Cultural and Historic Resources Protection: The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

D. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

E. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

F. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

G. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may

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otherwise evaluate the project, as part of this assessment.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY

A. **Technical Assistance:** Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. **Project Status Evaluation:** ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.

A. **Centennial-Funded Projects Used to Match Section 319-Funded Projects:** Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. **Section 319 Reporting Requirements:** The RECIPIENT must complete ECOLOGY’s “Clean Water Act Section 319 Initial Data Reporting Sheet.” The RECIPIENT must submit this form to ECOLOGY’s Financial Manager with the signed agreement. The form is available on ECOLOGY’s Water Quality Program funding website.

C. **The RECIPIENT must complete ECOLOGY’s “Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form” annually.** This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY’s Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form

2. Clean Water Act Section 319 Initial Data Reporting Sheet
 Contact your ECOLOGY financial manager for the forms.

A. Disadvantaged Business Enterprise (DBE):

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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 (MBE/WBE) 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 participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%
WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

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 whenever 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, Local and Government recipients, this shall 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 shall 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.

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

B. Funding Recognition: The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before

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this agreement shall be signed by ECOLOGY.

D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction 10.00% MBE 6.00% WBE
Supplies 8.00% MBE 4.00% WBE
Services 10.00% MBE 4.00% WBE
Equipment 8.00% MBE 8.00% WBE

By signing this 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 Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at

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866-208-1064.

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

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of

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contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:
 Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be

absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

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Department of Ecology
 Cashiering Unit
 P.O. Box 47611
 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable

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ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

M. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

N. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

O. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

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The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

- 1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.

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2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

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No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

U. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the

project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and

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

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or

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responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data

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are collected and processed. More information and requirements are available at:
<http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish 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.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

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- d) **Tangible Property Rights.** ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) **Personal Property Furnished by ECOLOGY.** When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) **Acquisition Projects.** The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) **Conversions.** Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

Agreement No: WQC-2015-KCoNRP-00002
 Project Title: Barton CSO Beach Project (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, www.ecy.wa.gov/sustainability.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material

breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

Agreement No: WQC-2015-KCoNRP-00002
Project Title: Barton CSO Beach Project (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

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

29. WAIVER

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

ESTIMATED LOAN REPAYMENT SCHEDULE



Loan Number	EL150092	Loan Amount	\$7,793,299.00
Recipient Name	King County NRP&D	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.700 %
Project Completion Date		Interest Compounded	Monthly
Initiation of Operations	11/30/2015	Loan Date	11/30/2015

Loan Number	EL150092	Department of Ecology
Recipient Name	King County NRP&D	Date Created 10/30/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	11/30/2016	\$262,181.88	\$212,155.31	\$50,026.57	\$7,743,272.43
SubTotal	2016	\$262,181.88	\$212,155.31	\$50,026.57	
2	05/30/2017	\$262,181.88	\$105,123.95	\$157,057.93	\$7,586,214.50
3	11/30/2017	\$262,181.88	\$102,991.71	\$159,190.17	\$7,427,024.33
SubTotal	2017	\$524,363.76	\$208,115.66	\$316,248.10	
4	05/30/2018	\$262,181.88	\$100,830.51	\$161,351.37	\$7,265,672.96
5	11/30/2018	\$262,181.88	\$98,639.98	\$163,541.90	\$7,102,131.06
SubTotal	2018	\$524,363.76	\$199,470.49	\$324,893.27	
6	05/30/2019	\$262,181.88	\$96,419.71	\$165,762.17	\$6,936,368.89
7	11/30/2019	\$262,181.88	\$94,169.29	\$168,012.59	\$6,768,356.30
SubTotal	2019	\$524,363.76	\$190,589.00	\$333,774.76	
8	05/30/2020	\$262,181.88	\$91,888.33	\$170,293.55	\$6,598,062.75
9	11/30/2020	\$262,181.88	\$89,576.39	\$172,605.49	\$6,425,457.26
SubTotal	2020	\$524,363.76	\$181,464.72	\$342,899.04	
10	05/30/2021	\$262,181.88	\$87,233.07	\$174,948.81	\$6,250,508.45
11	11/30/2021	\$262,181.88	\$84,857.94	\$177,323.94	\$6,073,184.51
SubTotal	2021	\$524,363.76	\$172,091.01	\$352,272.75	
12	05/30/2022	\$262,181.88	\$82,450.56	\$179,731.32	\$5,893,453.19
13	11/30/2022	\$262,181.88	\$80,010.50	\$182,171.38	\$5,711,281.81
SubTotal	2022	\$524,363.76	\$162,461.06	\$361,902.70	
14	05/30/2023	\$262,181.88	\$77,537.31	\$184,644.57	\$5,526,637.24
15	11/30/2023	\$262,181.88	\$75,030.54	\$187,151.34	\$5,339,485.90

Loan Number EL150092

Recipient Name King County NRP&D

Date Created 10/30/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2023	\$524,363.76	\$152,567.85	\$371,795.91	
16	05/30/2024	\$262,181.88	\$72,489.75	\$189,692.13	\$5,149,793.77
17	11/30/2024	\$262,181.88	\$69,914.45	\$192,267.43	\$4,957,526.34
SubTotal	2024	\$524,363.76	\$142,404.20	\$381,959.56	
18	05/30/2025	\$262,181.88	\$67,304.20	\$194,877.68	\$4,762,648.66
19	11/30/2025	\$262,181.88	\$64,658.51	\$197,523.37	\$4,565,125.29
SubTotal	2025	\$524,363.76	\$131,962.71	\$392,401.05	
20	05/30/2026	\$262,181.88	\$61,976.90	\$200,204.98	\$4,364,920.31
21	11/30/2026	\$262,181.88	\$59,258.88	\$202,923.00	\$4,161,997.31
SubTotal	2026	\$524,363.76	\$121,235.78	\$403,127.98	
22	05/30/2027	\$262,181.88	\$56,503.96	\$205,677.92	\$3,956,319.39
23	11/30/2027	\$262,181.88	\$53,711.65	\$208,470.23	\$3,747,849.16
SubTotal	2027	\$524,363.76	\$110,215.61	\$414,148.15	
24	05/30/2028	\$262,181.88	\$50,881.42	\$211,300.46	\$3,536,548.70
25	11/30/2028	\$262,181.88	\$48,012.77	\$214,169.11	\$3,322,379.59
SubTotal	2028	\$524,363.76	\$98,894.19	\$425,469.57	
26	05/30/2029	\$262,181.88	\$45,105.18	\$217,076.70	\$3,105,302.89
27	11/30/2029	\$262,181.88	\$42,158.11	\$220,023.77	\$2,885,279.12
SubTotal	2029	\$524,363.76	\$87,263.29	\$437,100.47	
28	05/30/2030	\$262,181.88	\$39,171.03	\$223,010.85	\$2,662,268.27
29	11/30/2030	\$262,181.88	\$36,143.40	\$226,038.48	\$2,436,229.79
SubTotal	2030	\$524,363.76	\$75,314.43	\$449,049.33	
30	05/30/2031	\$262,181.88	\$33,074.66	\$229,107.22	\$2,207,122.57
31	11/30/2031	\$262,181.88	\$29,964.26	\$232,217.62	\$1,974,904.95
SubTotal	2031	\$524,363.76	\$63,038.92	\$461,324.84	
32	05/30/2032	\$262,181.88	\$26,811.64	\$235,370.24	\$1,739,534.71
33	11/30/2032	\$262,181.88	\$23,616.21	\$238,565.67	\$1,500,969.04
SubTotal	2032	\$524,363.76	\$50,427.85	\$473,935.91	
34	05/30/2033	\$262,181.88	\$20,377.40	\$241,804.48	\$1,259,164.56
35	11/30/2033	\$262,181.88	\$17,094.63	\$245,087.25	\$1,014,077.31

Dated March 25, 2015

Department of Ecology

Loan Number EL150092

Recipient Name King County NRP&D

Date Created 10/30/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2033	\$524,363.76	\$37,472.03	\$486,891.73	
36	05/30/2034	\$262,181.88	\$13,767.28	\$248,414.60	\$765,662.71
37	11/30/2034	\$262,181.88	\$10,394.76	\$251,787.12	\$513,875.59
SubTotal	2034	\$524,363.76	\$24,162.04	\$500,201.72	
38	05/30/2035	\$262,181.88	\$6,976.46	\$255,205.42	\$258,670.17
39	11/30/2035	\$262,181.92	\$3,511.75	\$258,670.17	\$0.00
SubTotal	2035	\$524,363.80	\$10,488.21	\$513,875.59	
Grand Total		\$10,225,093.36	\$2,431,794.36	\$7,793,299.00	

Financial Capability Assessment Checklist Date: March 2015

The Environmental Protection Agency requires Ecology to conduct a Financial Capability Assessment (FCA) of all applicants offered a State Revolving Fund (SRF) loan. The FCA assesses the ability of the applicant to raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project. The FCA must be completed even if an FCA of the applicant was previously conducted. The FCA must be completed before a SRF loan agreement can be signed.

Please complete the checklist below and provide supporting documents, as applicable.

Submit via email to daniel.thompson@ecy.wa.gov or via mail to:

Daniel Thompson
State Revolving Fund Planner
Department of Ecology
Water Quality Program - Financial Management Section
PO Box 47600
Olympia WA 98504-7600

If you have any questions call or email Daniel Thompson at: 360-407-6510 or daniel.thompson@ecy.wa.gov.

Applicant Name: _____

Applicant Financial Contact Name, Title, Email, Phone Number: _____

Application Number(s): _____. (If the checklist covers multiple loan offers list all application numbers covered.)

Project Title(s): _____. (If the checklist covers multiple loan offers list all project titles covered.)

Do you have a legally dedicated fund to pay for the project? Yes No

- If "Yes", list the name of the fund and describe the fund type: _____.
- If "No", describe how you will raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project: _____.

What accounting method do you use? Accrual basis Cash basis

What is the base monthly residential user fee for your system? \$_____ N/A

What is the number of residential ratepayers for your system? _____ N/A

Provide the following supporting documents, as applicable. You can provide the documents either via a web link, email, hardcopy, or a combination.

Legal authority to establish fees or other means for raising and maintaining sufficient funds to repay the SRF loan and operate and maintain the project. (Documents may include ordinances, resolutions, official meeting minutes, etc.)

- Documents located on the following webpage(s): _____.
- Documents provided via email.
- Documents provided in hardcopy.

State Auditor's Office (or independent auditor) reports for the past 3 years.

- Documents located on the following webpage(s): _____.
- Documents provided via email.
- Documents provided in hardcopy.

Financial Statements for the past 3 years for the source of funds that will be used to repay the SRF loan and operate and maintain the project.

- Documents included in the audit reports cited above.
- Documents located on the following webpage(s): _____.
- Documents provided via email.
- Documents provided in hardcopy.

Provide any additional comments or information you have that may impact Ecology's FCA. _____.

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and

[Take out any of the following paragraphs that don't apply.]

- F. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from annual *ad valorem* taxes to be levied within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- G. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.
- I. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility and ULID Assessments in the ULID.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel.

**Clean Water State Revolving Fund
EPA CBR Data Reporting Sheet**

Name of Recipient Organization: _____

Loan Agreement Number: _____

NOTE: Guidance document for the questions below can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Information

Project Name: _____

Project Description: _____

Project Dates

Project Start Date (notice to proceed, or execution of contract): _____

Only enter actual project start dates in CBR. If project has not started, leave blank.

Initiation of Operation / Project Completion Date: _____

Only enter actual project start dates in CBR. If project has not started, leave blank.

Population Served (May not apply to Nonpoint/Activity projects)

Population Served by the Project: _____

Population Served by the total System: _____

Population of the Borrower: _____

Needs Categories

Categories for the Project (choose all that are involved in the scope of work of this project). Show the percentage, by cost, if more than one category applies. (See Guidance document for the Category descriptions):

Planning and Design Only

Number of NPS projects: _____

<u>Treatment Works Categories</u>		<u>Nonpoint Source Categories</u>	
<input type="checkbox"/> Category I	_____ %	<input type="checkbox"/> Category VII-A	_____ %
<input type="checkbox"/> Category II	_____ %	<input type="checkbox"/> Category VII-B	_____ %
<input type="checkbox"/> Category IIIA	_____ %	<input type="checkbox"/> Category VII-C	_____ %
<input type="checkbox"/> Category IIIB	_____ %	<input type="checkbox"/> Category VII-D	_____ %
<input type="checkbox"/> Category IVA	_____ %	<input type="checkbox"/> Category VII-E	_____ %
<input type="checkbox"/> Category IVB	_____ %	<input type="checkbox"/> Category VII-F	_____ %
<input type="checkbox"/> Category V	_____ %	<input type="checkbox"/> Category VII-G	_____ %
<input type="checkbox"/> Category VI	_____ %	<input type="checkbox"/> Category VII-H	_____ %
<input type="checkbox"/> Category X	_____ %	<input type="checkbox"/> Category VII-I	_____ %
		<input type="checkbox"/> Category VII-J	_____ %
		<input type="checkbox"/> Category VII-K	_____ %
		<input type="checkbox"/> Category VII-L	_____ %

Project Includes Green Project Reserve Funding:

Does this project include GPR elements that will be funded by the loan?

Green Infrastructure	\$ _____
Energy Efficiency	\$ _____
Water Efficiency	\$ _____
Green Innovative	\$ _____

Discharge Information

Check all waterbodies that this project affects discharge to:

- Ocean Outfall
- Estuary/Coastal Bay
- Wetland
- Surface Water (Stream, River, Lake)
- Groundwater
- Land Application
- Other/Reuse
- Eliminates Discharge
- No Change / No Discharge

And indicate if:

- Discharge is located in a National Estuary study area (Puget Sound or Lower Columbia River)
- Seasonal Discharge

NPDES Permit number (if applicable): _____

Other Discharge Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc

Type: _____ Number: _____

Wastewater Volume (Design Flow)

for the Project: _____ MGD

for the total System: _____ MGD

Volume eliminated / conserved by the project: _____ MGD

Affected Waterbodies

Primary Impacted Waterbody's Federal NHD 12-Digit HUC Code: _____

Latitude and Longitude (in Decimal Degrees) that corresponds to the affected waterbody, or the outfall location affected by this project,

Latitude: _____ Longitude: _____

The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:
<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Project Location

Address of the primary physical location where the project takes place. For large scale projects identify an address that best represents the center of the project.

Address: _____
City: _____, WA
Zip: _____
Congressional District(s): _____, _____, _____, _____

Project Improvement or Maintenance of Water Quality

The Project contributes to water quality: - (Choose only one)

- Improvement (reduces pollutant loading to the waterbody)
- Maintenance (sustains treatment capacity of a facility)
- Not Applicable (increases pollutant loading to the waterbody)

The Project will allow the system to: - (Choose only one)

- Achieve Compliance
- Maintain Compliance
- Not Applicable (for Nonpoint projects)

The primary affected waterbody is: - (Choose only one)

- Meeting Standards
- Impaired
- Threatened
- Not Yet Assessed
- Not Applicable

Project allows the system to address - (Choose all that apply)

- Existing TMDL Projected TMDL
- Watershed Management Plan

Contribution to Protection or Restoration of Waterbody Uses

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore.

- If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants.
- If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.
- Select one Use/Outcome as the primary Use/Outcome

<u>Designated Surface Water Uses</u>	Protection	Restoration	Primary?
Water Supply – Domestic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply - Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply – Agricultural/Stock Watering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salmonid Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Fish Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clam, Oyster, and Mussel Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crustaceans/Other Shellfish Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife Habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Primary Contact Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Contact Recreation, Boating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aesthetic Enjoyment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commerce and Navigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Uses and Outcomes</u>			
Infrastructure Improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regionalization/Consolidation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Reuse/Recycling/Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groundwater Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking Water Supply	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Public Health/Pathogen Reduction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetland Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Comments

Any comments, explanations, or justifications for data entered on this form can be added to the comments.

Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

Dated March 25, 2015



Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # _____

Recipient Information – For Recipient Use Only

1. Legal Name	2. DUNS Number																		
3. Principle Place of Performance																			
3a. City	3b. State																		
3c. Zip+4	3d. Country																		
4. Are you registered in CCR? <input type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.																			
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. <input type="checkbox"/> NO. Skip to signature block. Sign, date and return. <input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:33%;">Name Of Official</th> <th style="width:33%;">Position Title</th> <th style="width:33%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
4.																			
5.																			
<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Print Name	Date
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Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.

2014-0360 Attachment A to Amendment 1
Date: March 25, 2015

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**

For Department of Ecology Use Only

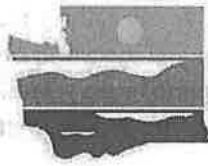
ECY Agreement Number
Subaward Project Description (see instructions and example below)

Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement WQC-2015-KCoNRP-00004

Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KING COUNTY - DNR&P - WTD

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and KING COUNTY - DNR&P - WTD, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	North Beach CSO Control (Construction Phase)
Total Cost:	\$14,334,728.00
Total Eligible Cost:	\$3,031,594.00
Ecology Share:	\$3,031,594.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	02/24/2014
The Expiration Date of this Agreement is no later than	02/28/2016
Project Type:	Wastewater Facility

Project Short Description:

This RECIPIENT will construct a new 0.23 million gallon underground storage tank located in Triton Drive NW and NW Blue Ridge Drive public right-of-way to control combined sewer overflows (CSOs) in the North Beach CSO basin to reduce untreated sewage outflows into Puget Sound.

Project Long Description:

This RECIPIENT will construct a new 0.23 million gallon underground storage tank located in Triton Drive NW and NW Blue Ridge Drive public right-of-way to control combined sewer overflows (CSOs) in the North Beach CSO basin to reduce untreated sewage outflows into Puget Sound.

The North Beach Basin, located in north Seattle on Puget Sound, covers approximately 633 acres and drains to the North Beach Pump Station along its northern edge. Its approximate eastern edge is 14 th Avenue NW and its southern boundary generally follows NW 85th Street.

Agreement No: WQC-2015-KCoNRP-00004
Project Title: North Beach CSO Control (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

Existing facilities are inadequately sized to convey peak combined sewage (wastewater and stormwater) flows from the North Beach Basin to the West Point Treatment Plant. There will be an ancillary facility on the King County site to house, mechanical, electrical, and odor control systems. The capacity of the North Beach Pump Station and force main limits the peak flow rate that can be conveyed downstream to approximately 3 million gallons per day (mgd), but the peak wet-weather flow in the North Beach Basin is approximately 9.6 mgd, well in excess of this limit.

There were an average of 10 such CSOs annually from 1991 to 2009, with an average annual total overflow of 2.2 million gallons (2008 CSO Plan Update, King County, June 2008).

The North Beach CSO Control project will meet established CSO control requirements per RCW 90.48.480 and WAC 173-245-020. Specifically, the improvements will reduce untreated sewage overflows to no more than one untreated discharge per year on a long-term average.

Overall Goal:

The overall goal is to comply with the U.S. Department of Justice, the Environmental Protection Agency (EPA) and WA State Department of Ecology consent decree and demonstrate that the facility is achieving the state water quality standard requiring that CSO discharges be reduced to no more than one untreated discharge per year on average at this CSO location.

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

RECIPIENT INFORMATION

Organization Name: KING COUNTY - DNR&P - WTD

Federal Tax ID: 91-6001327
 DUNS Number: 135108934

Mailing Address: 201 S Jackson St., KSC-NR-0502
 Seattle, WA, 98104-3855

Physical Address: 201 S Jackson, KSC-NR-0502
 Seattle, Washington, 98104-3855

Organization Email: steve.baruso@kingcounty.gov

Organization Fax: (206) 684-1741

Contacts

<p>Project Manager</p>	<p>SHAHRZAD NAMINI Capital Project Manager</p> <p>201 S Jackson KSC-NR-0507 SEATTLE, Washington, 98104 Email: shahrzad.namini@kingcounty.gov Phone: (206) 477-5450</p>
<p>Billing Contact</p>	<p>Steve Baruso Grants Administrator</p> <p>201 S Jackson St. KSC-NR-0502 Seattle, Washington, 98104 Email: steve.baruso@kingcounty.gov Phone: (206) 477-5366</p>
<p>Authorized Signatory</p>	<p>Pam Elardo Director</p> <p>201 South Jackson Street KSC-NR-0501 Seattle, Washington, 98104 Email: pam.elardo@kingcounty.gov Phone: (206) 477-5371</p>

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kenneth Ziebart</p> <p>3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164</p>
<p>Financial Manager</p>	<p>Jeanna Ridner</p> <p>P.O. Box 47600 Olympia, Washington, 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533</p>

Agreement No: WQC-2015-KCoNRP-00004
Project Title: North Beach CSO Control (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

KING COUNTY - DNR&P - WTD

Program Manager Date
Heather Bartlett
Water Quality

Pam Elardo Date
Director

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); 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.

B. 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.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Shahrzad Namini

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 2

Task Cost: \$3,031,594.00

Task Title: Construction Contract

Task Description:

A. The RECIPIENT must include ECOLOGY's specification insert in the bid documents. The RECIPIENT must execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT must construct the CSO storage facility shown in King County Contract No. C00834C13, which was approved by ECOLOGY on August 20, 2013. The construction project will include the following major items:

- Below grade cast-in-place concrete 0.23 MG CSO storage facility approximately 250 feet in length that includes drain pumps, a tipping bucket, and mechanical piping.
- Mechanical/Electrical structure.
- Modifications to the existing North Beach Pump Station.
- Associated equipment, yard piping and site improvements as shown on the plans.

C. The RECIPIENT must conduct a pre-construction conference and invite ECOLOGY staff.

Task Goal Statement:

Successful completion of the scope of work of the contract including meeting all applicable permit standards and timeframes.

Task Expected Outcome:

- Contractor shall be required to obey all applicable laws and regulations including but not limited to those relating to safety, wage rates, pollution control, noise control, traffic control, non-discrimination; working conditions, and working hours.
- Contractor's materials and workmanship shall comply with the requirements stipulated in the contract (bidding documents). The requirements are numerous and not repeated here to conserve space.
- Contractor shall ensure that all subcontractors and equipment suppliers perform to these same requirements as applicable.
- Completion of the construction in conformance with the plans, specifications and approved change orders.

Recipient Task Coordinator: Shahrzad Namini

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Construction Contract

Deliverables

Number	Description	Due Date
2.1	Copy of the advertisement for bids with affidavit of publication, bid tabs in Excel format, notice of award, notice to proceed, and a copy of the executed construction contract.	
2.2	Minutes of the pre-construction meeting.	
2.3	Operation and maintenance manual in electronic format.	
2.4	Electronic copy of the contractor's monthly pay estimates in Microsoft Excel format.	

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 3 Task Cost: \$0.00

Task Title: Construction Management and Engineering Services

Task Description:

A. The RECIPIENT must provide adequate and competent construction management and inspection for the project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT must procure them in accordance with Chapter 11 of Title 40, United States Code. The RECIPIENT must include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT must develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT must provide a plan of interim operation for the facility (WAC 173-240-070(1)) while under construction.

D. The RECIPIENT must ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT must revise or update the schedule whenever major changes occur and resubmit to ECOLOGY.

E. Upon completion of construction, the RECIPIENT must provide ECOLOGY's Project Manager with a set of record drawings which reflect changes, modifications, or other revisions made to the project during construction.

Task Goal Statement:

- Timely completion of all consultant work.
- Consultant must stay on time and on budget for the complete task.
- Consultant must manage all subconsultants and ensure subconsultants stay on time and within budget.
- Maintenance of all consultant project records in compliance with SRF regulations.
- Technical memos addressing construction issues, for use by King County staff involved in the design process.
- Daily inspection reports.
- Photos, videos and logs.
- Comply with and enforce the construction contract documents.
- Comply with and enforce applicable funding agency requirements.
- Comply with all applicable federal, state, and local laws and regulations.
- Respond to construction contractor submittals and questions in timely manner consistent with the construction contracts.
- Comply with programmatic archaeological agreement.

Task Expected Outcome:

Successful administration and completion of the contract scope of work by Carollo, the Consultant, as outlined in the agreement with King County.

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Recipient Task Coordinator: Shahrzad Namini

Construction Management and Engineering Services

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring construction management services.	
3.3	Construction quality assurance plan.	
3.4	Plan of interim operation.	
3.5	Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090.	

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 4 Task Cost: \$0.00

Task Title: Community Relations - WTD Staff Labor

Task Description:

A. Implement public involvement communications during the construction phase of the project.

B. Work with project construction staff to identify major impacts that the construction will impede on the neighbors and businesses.

C. Communicate these impacts in advance notices to the neighbors and businesses around the area in case there are questions or concerns that must be addressed prior to the impact happening.

Task Goal Statement:

The goal of public involvement during the construction phase is to reduce construction impacts where possible and develop and maintain informative and supportive relationships with affected residents, businesses, and property owners.

Task Expected Outcome:

Objectives of Public Involvement during Construction:

1. Provide advance notice of work planned.
2. Keep people apprised of progress, changes, etc.
3. Provide means for people to ask questions, convey concerns, etc.
4. Ensure reasonable and prompt responses to concerns, requests, and complaints.

Recipient Task Coordinator: Shahrzad Namini

Community Relations - WTD Staff Labor**Deliverables**

Number	Description	Due Date
4.1	Documentation of successful implementation of construction phase public involvement and communication.	

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

SCOPE OF WORK

Task Number: 5 **Task Cost: \$0.00**

Task Title: Construction Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

Submittal of all change orders. Changes to the construction contract must be approved prior to reimbursement for work performed under this task.

Task Expected Outcome:

Submittal and approval of all change orders.

Construction Change Orders

Deliverables

Number	Description	Due Date
5.1	Submittal and approval of all change orders.	

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

BUDGET

Funding Distribution EL150091

Funding Title: SRF Loan
 Funding Type: loan Funding Expiration Date: 02/28/2016
 Funding Effective Date: 02/24/2014
 Funding Source:

Title: CWSRF - SFY15
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%

Terms: 20 years

Project Start Date: 02/24/2014 Project Completion Date: 02/28/2016
 Estimated Initiation of Operation date: 08/22/2015
 Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$
 Final Loan Amount: \$
 Repayment Schedule Number: 2076

SRF Loan	Task Total
Project Administration/Management	\$ 0.00
Construction Contract	\$ 3,031,594.00
Construction Management and Engineering Services	\$ 0.00
Community Relations - WTD Staff Labor	\$ 0.00
Construction Change Orders	\$ 0.00

Total: \$ 3,031,594.00

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0.00 %	\$ 0.00	\$ 3,031,594.00	\$ 3,031,594.00
Total		\$ 0.00	\$ 3,031,594.00	\$ 3,031,594.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

Agreement No: WQC-2015-KCoNRP-00004
Project Title: North Beach CSO Control (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the

Agreement No: WQC-2015-KCoNRP-00004
Project Title: North Beach CSO Control (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of

Agreement No: WQC-2015-KCoNRP-00004
Project Title: North Beach CSO Control (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Cultural and Historic Resources Protection: The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

D. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site- specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

E. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

F. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

G. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

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SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY

A. **Technical Assistance:** Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. **Project Status Evaluation:** ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.

A. **Centennial-Funded Projects Used to Match Section 319-Funded Projects:** Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. **Section 319 Reporting Requirements:** The RECIPIENT must complete ECOLOGY's "Clean Water Act Section 319 Initial Data Reporting Sheet." The RECIPIENT must submit this form to ECOLOGY's Financial Manager with the signed agreement. The form is available on ECOLOGY's Water Quality Program funding website.

C. The RECIPIENT must complete ECOLOGY's "Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form" annually. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY's Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form
2. Clean Water Act Section 319 Initial Data Reporting Sheet
Contact your ECOLOGY financial manager for the forms.

A. **Disadvantaged Business Enterprise (DBE):**

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's

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Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) 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 participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%;SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%
 WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

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 whenever 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, Local and Government recipients, this shall 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 shall 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 the Department of Commerce.

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

B. Funding Recognition: The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

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D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this 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 Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

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

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally

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available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants,

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agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.
In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

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Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

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Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

M. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

N. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

O. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works,

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Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no

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more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole

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discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

U. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system

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provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using 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

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ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part,

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in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of

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all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by

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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 provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish 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.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part

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with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

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All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, www.ecy.wa.gov/sustainability.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Agreement No: WQC-2015-KCoNRP-00004
 Project Title: North Beach CSO Control (Construction Phase)
 Recipient Name: KING COUNTY - DNR&P - WTD

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

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

Agreement No: WQC-2015-KCoNRP-00004
Project Title: North Beach CSO Control (Construction Phase)
Recipient Name: KING COUNTY - DNR&P - WTD

29. WAIVER

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

ESTIMATED LOAN REPAYMENT SCHEDULE



Loan Number	EL150091	Loan Amount	\$3,031,594.00
Recipient Name	King County DNRP	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.700 %
Project Completion Date		Interest Compounded	Monthly
Initiation of Operations	08/22/2015	Loan Date	08/22/2015

Loan Number	EL150091	Department of Ecology
Recipient Name	King County DNRP	Date Created 11/04/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	08/22/2016	\$102,003.85	\$82,988.67	\$19,015.18	\$3,012,578.82
SubTotal	2016	\$102,003.85	\$82,988.67	\$19,015.18	
2	02/22/2017	\$102,003.85	\$40,899.27	\$61,104.58	\$2,951,474.24
3	08/22/2017	\$102,003.85	\$40,069.70	\$61,934.15	\$2,889,540.09
SubTotal	2017	\$204,007.70	\$80,968.97	\$123,038.73	
4	02/22/2018	\$102,003.85	\$39,228.88	\$62,774.97	\$2,826,765.12
5	08/22/2018	\$102,003.85	\$38,376.63	\$63,627.22	\$2,763,137.90
SubTotal	2018	\$204,007.70	\$77,605.51	\$126,402.19	
6	02/22/2019	\$102,003.85	\$37,512.82	\$64,491.03	\$2,698,646.87
7	08/22/2019	\$102,003.85	\$36,637.28	\$65,366.57	\$2,633,280.30
SubTotal	2019	\$204,007.70	\$74,150.10	\$129,857.60	
8	02/22/2020	\$102,003.85	\$35,749.85	\$66,254.00	\$2,567,026.30
9	08/22/2020	\$102,003.85	\$34,850.37	\$67,153.48	\$2,499,872.82
SubTotal	2020	\$204,007.70	\$70,600.22	\$133,407.48	
10	02/22/2021	\$102,003.85	\$33,938.69	\$68,065.16	\$2,431,807.66
11	08/22/2021	\$102,003.85	\$33,014.62	\$68,989.23	\$2,362,818.43
SubTotal	2021	\$204,007.70	\$66,953.31	\$137,054.39	
12	02/22/2022	\$102,003.85	\$32,078.01	\$69,925.84	\$2,292,892.59
13	08/22/2022	\$102,003.85	\$31,128.69	\$70,875.16	\$2,222,017.43
SubTotal	2022	\$204,007.70	\$63,206.70	\$140,801.00	
14	02/22/2023	\$102,003.85	\$30,166.48	\$71,837.37	\$2,150,180.06
15	08/22/2023	\$102,003.85	\$29,191.20	\$72,812.65	\$2,077,367.41

Loan Number EL150091

Recipient Name King County DNRP

Date Created 11/04/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2023	\$204,007.70	\$59,357.68	\$144,650.02	
16	02/22/2024	\$102,003.85	\$28,202.68	\$73,801.17	\$2,003,566.24
17	08/22/2024	\$102,003.85	\$27,200.75	\$74,803.10	\$1,928,763.14
SubTotal	2024	\$204,007.70	\$55,403.43	\$148,604.27	
18	02/22/2025	\$102,003.85	\$26,185.21	\$75,818.64	\$1,852,944.50
19	08/22/2025	\$102,003.85	\$25,155.88	\$76,847.97	\$1,776,096.53
SubTotal	2025	\$204,007.70	\$51,341.09	\$152,666.61	
20	02/22/2026	\$102,003.85	\$24,112.58	\$77,891.27	\$1,698,205.26
21	08/22/2026	\$102,003.85	\$23,055.12	\$78,948.73	\$1,619,256.53
SubTotal	2026	\$204,007.70	\$47,167.70	\$156,840.00	
22	02/22/2027	\$102,003.85	\$21,983.29	\$80,020.56	\$1,539,235.97
23	08/22/2027	\$102,003.85	\$20,896.92	\$81,106.93	\$1,458,129.04
SubTotal	2027	\$204,007.70	\$42,880.21	\$161,127.49	
24	02/22/2028	\$102,003.85	\$19,795.80	\$82,208.05	\$1,375,920.99
25	08/22/2028	\$102,003.85	\$18,679.73	\$83,324.12	\$1,292,596.87
SubTotal	2028	\$204,007.70	\$38,475.53	\$165,532.17	
26	02/22/2029	\$102,003.85	\$17,548.51	\$84,455.34	\$1,208,141.53
27	08/22/2029	\$102,003.85	\$16,401.93	\$85,601.92	\$1,122,539.61
SubTotal	2029	\$204,007.70	\$33,950.44	\$170,057.26	
28	02/22/2030	\$102,003.85	\$15,239.78	\$86,764.07	\$1,035,775.54
29	08/22/2030	\$102,003.85	\$14,061.86	\$87,941.99	\$947,833.55
SubTotal	2030	\$204,007.70	\$29,301.64	\$174,706.06	
30	02/22/2031	\$102,003.85	\$12,867.95	\$89,135.90	\$858,697.65
31	08/22/2031	\$102,003.85	\$11,657.82	\$90,346.03	\$768,351.62
SubTotal	2031	\$204,007.70	\$24,525.77	\$179,481.93	
32	02/22/2032	\$102,003.85	\$10,431.27	\$91,572.58	\$676,779.04
33	08/22/2032	\$102,003.85	\$9,188.06	\$92,815.79	\$583,963.25
SubTotal	2032	\$204,007.70	\$19,619.33	\$184,388.37	
34	02/22/2033	\$102,003.85	\$7,927.98	\$94,075.87	\$489,887.38
35	08/22/2033	\$102,003.85	\$6,650.79	\$95,353.06	\$394,534.32

Loan Number EL150091

Recipient Name King County DNRP

Date Created 11/04/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2033	\$204,007.70	\$14,578.77	\$189,428.93	
36	02/22/2034	\$102,003.85	\$5,356.26	\$96,647.59	\$297,886.73
37	08/22/2034	\$102,003.85	\$4,044.16	\$97,959.69	\$199,927.04
SubTotal	2034	\$204,007.70	\$9,400.42	\$194,607.28	
38	02/22/2035	\$102,003.85	\$2,714.24	\$99,289.61	\$100,637.43
39	08/22/2035	\$102,003.70	\$1,366.27	\$100,637.43	\$0.00
SubTotal	2035	\$204,007.55	\$4,080.51	\$199,927.04	
Grand Total		\$3,978,150.00	\$946,556.00	\$3,031,594.00	

Financial Capability Assessment Checklist

The Environmental Protection Agency requires Ecology to conduct a Financial Capability Assessment (FCA) of all applicants offered a State Revolving Fund (SRF) loan. The FCA assesses the ability of the applicant to raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project. The FCA must be completed even if an FCA of the applicant was previously conducted. The FCA must be completed before a SRF loan agreement can be signed.

Please complete the checklist below and provide supporting documents, as applicable.

Submit via email to daniel.thompson@ecy.wa.gov or via mail to:

Daniel Thompson
 State Revolving Fund Planner
 Department of Ecology
 Water Quality Program - Financial Management Section
 PO Box 47600
 Olympia WA 98504-7600

If you have any questions call or email Daniel Thompson at: 360-407-6510 or daniel.thompson@ecy.wa.gov.

Applicant Name: _____

Applicant Financial Contact Name, Title, Email, Phone Number: _____

Application Number(s): _____. (If the checklist covers multiple loan offers list all application numbers covered.)

Project Title(s): _____. (If the checklist covers multiple loan offers list all project titles covered.)

Do you have a legally dedicated fund to pay for the project? Yes No

- If "Yes", list the name of the fund and describe the fund type: _____.
- If "No", describe how you will raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project: _____.

What accounting method do you use? Accrual basis Cash basis

What is the base monthly residential user fee for your system? \$_____ N/A

What is the number of residential ratepayers for your system? _____ N/A

Provide the following supporting documents, as applicable. You can provide the documents either via a web link, email, hardcopy, or a combination.

- Legal authority to establish fees or other means for raising and maintaining sufficient funds to repay the SRF loan and operate and maintain the project. (Documents may include ordinances, resolutions, official meeting minutes, etc.)
 - Documents located on the following webpage(s): _____.
 - Documents provided via email.
 - Documents provided in hardcopy.
- State Auditor's Office (or independent auditor) reports for the past 3 years.
 - Documents located on the following webpage(s): _____.
 - Documents provided via email.
 - Documents provided in hardcopy.
- Financial Statements for the past 3 years for the source of funds that will be used to repay the SRF loan and operate and maintain the project.
 - Documents included in the audit reports cited above.
 - Documents located on the following webpage(s): _____.
 - Documents provided via email.
 - Documents provided in hardcopy.

Provide any additional comments or information you have that may impact Ecology's FCA. _____.

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and

[Take out any of the following paragraphs that don't apply.]

- F. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from annual *ad valorem* taxes to be levied within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- G. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.
- I. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility and ULID Assessments in the ULID.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

**Clean Water State Revolving Fund
 EPA CBR Data Reporting Sheet**

Name of Recipient Organization: _____

Loan Agreement Number: _____

NOTE: Guidance document for the questions below can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Information

Project Name: _____

Project Description: _____

Project Dates

Project Start Date (notice to proceed, or execution of contract): _____
 Only enter actual project start dates in CBR. If project has not started, leave blank.

Initiation of Operation / Project Completion Date: _____
 Only enter actual project start dates in CBR. If project has not started, leave blank.

Population Served (May not apply to Nonpoint/Activity projects)

Population Served by the Project: _____
 Population Served by the total System: _____
 Population of the Borrower: _____

Needs Categories

Categories for the Project (choose all that are involved in the scope of work of this project). Show the percentage, by cost, if more than one category applies. (See Guidance document for the Category descriptions):

Planning and Design Only

Number of NPS projects: _____

<u>Treatment Works Categories</u>		<u>Nonpoint Source Categories</u>	
<input type="checkbox"/> Category I	_____ %	<input type="checkbox"/> Category VII-A	_____ %
<input type="checkbox"/> Category II	_____ %	<input type="checkbox"/> Category VII-B	_____ %
<input type="checkbox"/> Category IIIA	_____ %	<input type="checkbox"/> Category VII-C	_____ %
<input type="checkbox"/> Category IIIB	_____ %	<input type="checkbox"/> Category VII-D	_____ %
<input type="checkbox"/> Category IVA	_____ %	<input type="checkbox"/> Category VII-E	_____ %
<input type="checkbox"/> Category IVB	_____ %	<input type="checkbox"/> Category VII-F	_____ %
<input type="checkbox"/> Category V	_____ %	<input type="checkbox"/> Category VII-G	_____ %
<input type="checkbox"/> Category VI	_____ %	<input type="checkbox"/> Category VII-H	_____ %
<input type="checkbox"/> Category X	_____ %	<input type="checkbox"/> Category VII-I	_____ %
		<input type="checkbox"/> Category VII-J	_____ %
		<input type="checkbox"/> Category VII-K	_____ %
		<input type="checkbox"/> Category VII-L	_____ %

Project Includes Green Project Reserve Funding:

Does this project include GPR elements that will be funded by the loan?

Green Infrastructure	\$ _____
Energy Efficiency	\$ _____
Water Efficiency	\$ _____
Green Innovative	\$ _____

Discharge Information

Check all waterbodies that this project affects discharge to:

- Ocean Outfall
- Estuary/Coastal Bay
- Wetland
- Surface Water (Stream, River, Lake)
- Groundwater
- Land Application
- Other/Reuse
- Eliminates Discharge
- No Change / No Discharge

And indicate if:

- Discharge is located in a National Estuary study area (Puget Sound or Lower Columbia River)
- Seasonal Discharge

NPDES Permit number (if applicable): _____

Other Discharge Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc

Type: _____ Number: _____

Wastewater Volume (Design Flow)

for the Project: _____ MGD

for the total System: _____ MGD

Volume eliminated / conserved by the project: _____ MGD

Affected Waterbodies

Primary Impacted Waterbody's Federal NHD 12-Digit HUC Code: _____

Latitude and Longitude (in Decimal Degrees) that corresponds to the affected waterbody, or the outfall location affected by this project,

Latitude: _____ Longitude: _____

The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:
<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Project Location

Address of the primary physical location where the project takes place. For large scale projects identify an address that best represents the center of the project.

Address: _____
City: _____, WA
Zip: _____
Congressional District(s): _____, _____, _____, _____

Project Improvement or Maintenance of Water Quality

The Project contributes to water quality: - (Choose only one)

- Improvement (reduces pollutant loading to the waterbody)
- Maintenance (sustains treatment capacity of a facility)
- Not Applicable (increases pollutant loading to the waterbody)

The Project will allow the system to: - (Choose only one)

- Achieve Compliance
- Maintain Compliance
- Not Applicable (for Nonpoint projects)

The primary affected waterbody is: - (Choose only one)

- Meeting Standards
- Impaired
- Threatened
- Not Yet Assessed
- Not Applicable

Project allows the system to address - (Choose all that apply)

- Existing TMDL
- Projected TMDL
- Watershed Management Plan

Contribution to Protection or Restoration of Waterbody Uses

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore.

- If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants.
- If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.
- Select one Use/Outcome as the primary Use/Outcome

<u>Designated Surface Water Uses</u>	Protection	Restoration	Primary?
Water Supply – Domestic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply - Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply – Agricultural/Stock Watering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salmonid Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Fish Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clam, Oyster, and Mussel Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crustaceans/Other Shellfish Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife Habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Primary Contact Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Contact Recreation, Boating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aesthetic Enjoyment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commerce and Navigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Uses and Outcomes</u>			
Infrastructure Improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regionalization/Consolidation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Reuse/Recycling/Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groundwater Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking Water Supply	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Public Health/Pathogen Reduction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetland Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Comments

Any comments, explanations, or justifications for data entered on this form can be added to the comments.

Federal Funding Accountability and Transparency Act (FFATA)

Dated March 25, 2015

Data Collection Form



DEPARTMENT OF
ECOLOGY
State of Washington

Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # _____

Recipient Information – For Recipient Use Only

1. Legal Name	2. DUNS Number																		
3. Principle Place of Performance																			
3a. City	3b. State																		
3c. Zip+4	3d. Country																		
4. Are you registered in CCR? <input type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.																			
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. 																			
<input type="checkbox"/> NO. Skip to signature block. Sign, date and return.																			
<input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:33%;">Name Of Official</th> <th style="width:33%;">Position Title</th> <th style="width:34%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
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<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Print Name	Date
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Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.

For Department of Ecology Use Only

ECY Agreement Number
Subaward Project Description (see instructions and example below)

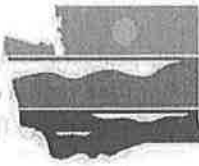
Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD



DEPARTMENT OF
ECOLOGY
 State of Washington

Agreement WQC-2015-KCoNRP-00005

Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KING COUNTY DNR & P - WTD

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and KING COUNTY DNR & P - WTD, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	South Magnolia CSO (Construction Phase)
Total Cost:	\$28,870,092.00
Total Eligible Cost:	\$26,449,931.00
Ecology Share:	\$26,449,931.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	12/16/2013
The Expiration Date of this Agreement is no later than	06/30/2016
Project Type:	Wastewater Facility

Project Short Description:

This project includes the construction of a conveyance pipeline to carry basin flows to a storage tank, and construction of a 1.5 million gallon (MG) storage tank on a site located adjacent to the Port of Seattle's Terminal 91. The tank will transfer combined sewer overflow (CSO) flows to the Interbay pump station for eventual treatment at the West Point Treatment Plant. This project will protect Puget Sound from untreated combined sewer overflows.

Project Long Description:

This project includes the construction of a conveyance pipeline to carry basin flows to a storage tank, and construction of a 1.5 million gallon (MG) storage tank on a site located adjacent to the Port of Seattle's Terminal 91. The tank will transfer combined sewer overflow (CSO) flows to the Interbay pump station for eventual treatment at the West Point Treatment Plant. This project will protect Puget Sound from untreated combined sewer overflows.

The existing South Magnolia Trunk Sewer conveys combined sewage (wastewater and stormwater) flow from the South Magnolia drainage basin to the Interbay Pump Station for further conveyance to the West Point Treatment 18020

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

Plant. During and after rain events the South Magnolia Trunk Sewer has inadequate capacity to convey all combined sewage flows from the drainage basin to downstream conveyance and treatment facilities numerous overflow points allowing excess flows to be diverted to Puget Sound. The purpose of this project is construction of a conveyance pipeline to carry basin flows to a storage tank, and construction of a 1.5 million gallon (MG) storage tank on a site located adjacent to the Port of Seattle's Terminal 91. The tank will then transfer CSO flows to the Interbay pump station for eventual treatment at the West Point Treatment plant.

Overall Goal:

To bring CSO's in the South Magnolia CSO basin under control, to an average of no more than one untreated discharge per year on a 20-year moving average.

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

RECIPIENT INFORMATION

Organization Name: KING COUNTY DNR & P - WTD

Federal Tax ID: 91-6001327

DUNS Number: 135108934

Mailing Address: 201 S Jackson St., KSC-NR-0502
 Seattle, WA, 98104-3855

Physical Address: 201 S Jackson, KSC-NR-0502
 Seattle, Washington, 98104-3855

Organization Email: steve.baruso@kingcounty.gov

Organization Fax: (206) 684-1741

Contacts

Project Manager	<p>SHAHRZAD NAMINI Capital Project Manager</p> <p>201 S Jackson KSC-NR-0507 SEATTLE, Washington, 98104 Email: shahrzad.namini@kingcounty.gov Phone: (206) 477-5450</p>
Billing Contact	<p>Steve Baruso Grants Administrator</p> <p>201 S Jackson St. KSC-NR-0502 Seattle, Washington, 98104 Email: steve.baruso@kingcounty.gov Phone: (206) 477-5366</p>
Authorized Signatory	<p>Pam Elardo Director</p> <p>201 South Jackson Street KSC-NR-0501 Seattle, Washington, 98104 Email: pam.elardo@kingcounty.gov Phone: (206) 477-5371</p>

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive
 Lacey, WA 98503

Contacts

Project Manager	<p>Kenneth Ziebart</p> <p>3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164</p>
Financial Manager	<p>Tammie McClure</p> <p>P.O. Box 47600 Olympia, Washington, 98504-7600 Email: tmcc461@ecy.wa.gov Phone: (360) 407-6410</p>
Technical Advisor	<p>Kenneth Ziebart</p> <p>3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164</p>

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

KING COUNTY DNR & P - WTD

<hr/>		<hr/>	
Program Manager	Date	Pam Elardo	Date
Heather Bartlett		Director	
Water Quality			

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 1 Task Cost: \$1,094,542.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); 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.

B. 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.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Shahrzad Namini

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 2 Task Cost: \$12,757,301.00

Task Title: Construction Contract - Storage Facility

Task Description:

A. The RECIPIENT shall include ECOLOGY's specification insert in the bid documents. The RECIPIENT shall execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT shall submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT shall construct the CSO storage facility shown in King County Contract No. C00822C13, which was approved by ECOLOGY August 22, 2013. The project work is located in Seattle at 2001 West Garfield Street adjacent to the Port of Seattle's Terminal 91. The construction project will include:

- Below grade 1.5 million gallon concrete storage tank.
- Odor control structure.
- Lower diversion structure with valves.
- Associated equipment, yard piping and site improvements as shown on the plans.

C. The RECIPIENT shall conduct a pre-construction conference and invite ECOLOGY staff.

Task Goal Statement:

See Overall Project Goal.

Task Expected Outcome:

See Overall Project Goal.

Construction Contract - Storage Facility

Deliverables

Number	Description	Due Date
2.1	Bid Tabs in Excel format, the notice of award, the notice to proceed and a copy of the executed construction contract.	
2.2	Copy of the advertisement for bids and the affidavit of publication.	
2.3	Minutes of the pre-construction meeting.	
2.4	Completion of the construction in conformance with the plans, specifications and approved change orders.	

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 3 Task Cost: \$11,258,790.00

Task Title: Construction Contract - Conveyance

Task Description:

A. The RECIPIENT must include ECOLOGY's specification insert in the bid documents. The RECIPIENT must execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT must construct the CSO conveyance shown in King County construction Contract No. C00823C13, which was approved by ECOLOGY December 3, 2013. The construction project will include the following major items:

- Horizontal directional drill (HDD) influent pipeline from 32nd Avenue West to 23rd Avenue West.
- Below-grade upper diversion structure.
- 36-inch HDPE or 30-inch FPVC gravity pipeline.
- Associated equipment, yard piping and site improvements as shown on the plans.

C. The RECIPIENT must conduct a pre-construction conference and invite ECOLOGY staff.

Task Goal Statement:

See Overall Project Goal.

Task Expected Outcome:

See Overall Project Goal.

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

Construction Contract - Conveyance

Deliverables

Number	Description	Due Date
3.1	Bid Tabs in Excel format, the notice of award, the notice to proceed and a copy of the executed construction contract.	
3.2	Copy of the advertisement for bids and the affidavit of publication.	
3.3	Minutes of the pre-construction meeting.	
3.4	Electronic copy of the contractor's monthly pay estimates in Microsoft Excel format.	
3.5	Provide a copy of the contractor's construction schedule in PDF format to the DEPARTMENT'S Project Manager within 30 days of the start of construction, and provide updates at three-month periods minimum, or when major changes occur.	

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 4 Task Cost: \$1,211,618.00

Task Title: Construction Management and Engineering Services

Task Description:

A. The RECIPIENT shall provide adequate and competent construction management and inspection for the PROJECT. This may involve procuring professional services. If professional services are procured, the RECIPIENT must procure them in accordance with Chapter 11 of Title 40, United States Code. The RECIPIENT must include ECOLOGY's specification insert in the contract documents. The RECIPIENT shall submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT shall develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT shall provide a plan of interim operation for the facility (WAC 173-240-070(1)) while under construction.

D. The RECIPIENT shall ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT must revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

E. The RECIPIENT will prepare an Operations and Maintenance (O&M) manual for the treatment facility. The O&M manual must be sufficient to allow the operator to operate the facility within the permit limits.

F. Upon completion of construction, the RECIPIENT must provide ECOLOGY's Project Manager with a set of record drawings which reflect changes, modifications, or other revisions made to the project during construction.

G. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

See Overall Project Goal.

Task Expected Outcome:

See Overall Project Goal.

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

Construction Management and Engineering Services

Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT's process for procuring construction management services.	
4.3	Construction Quality Assurance Plan.	
4.4	Plan of interim operation.	
4.5	Operation and maintenance manual submitted and accepted prior to placing facilities in service.	
4.6	Declaration of Construction Completion form.	
4.7	Upon completion of construction, provide ECOLOGY's Project Manager with record drawings of the construction reflecting changes, modifications, and revisions made to the project during construction.	
4.8	Provide the record drawings in AutoCAD electronic format or PDF searchable format as requested by ECOLOGY's Project Manager, and in reduced size (11"x17") paper copy format.	

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 5 **Task Cost: \$127,680.00**

Task Title: Community Relations - Force Account

Task Description:

A. The RECIPIENT shall implement public involvement communications during the construction phase of the project.

B. The RECIPIENT shall work with project construction staff to identify major impacts that the construction will impede on the neighbors and businesses.

C. The RECIPIENT shall communicate these impacts in advance notices to the neighbors and businesses around the area in case there are questions or concerns that must be addressed prior to the impact happening.

Task Goal Statement:

See Overall Project Goal

Task Expected Outcome:

See Overall Project Goal

Community Relations - Force Account

Deliverables

Number	Description	Due Date
5.1	Draft and Final Public Involvement Plan. Community survey results (1) for post-construction survey. Materials and Summaries for up to 3 Community Meetings. <ul style="list-style-type: none"> • PowerPoint Presentation • Sign-in Sheet/Agenda • Display Materials • Meeting Summary 	

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 6 **Task Cost: \$0.00**

Task Title: Change Order Allowance - 5% low construction bid

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

See Overall Project Goal.

Task Expected Outcome:

See Overall Project Goal.

Change Order Allowance - 5% low construction bid

Deliverables

Number	Description	Due Date
6.1	Executed change orders with backup documentation and PE seal.	

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

BUDGET**Funding Distribution EL150080**

Funding Title: SRF Loan
 Funding Type: loan Funding Expiration Date: 06/30/2016
 Funding Effective Date: 12/16/2013
 Funding Source:

Title: CWSRF - SFY15
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%

Terms: 20 years

Project Start Date: 12/16/2013 Project Completion Date: 06/30/2016
 Estimated Initiation of Operation date: 12/31/2015
 Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$
 Final Loan Amount: \$
 Repayment Schedule Number: 2106

SRF Loan	Task Total
Project Administration/Management	\$ 1,094,542.00
Construction Contract - Storage Facility	\$ 12,757,301.0
Construction Contract - Conveyance	\$ 11,258,790.0
Construction Management and Engineering Services	\$ 1,211,618.00
Community Relations - Force Account	\$ 127,680.00
Change Order Allowance - 5% low construction bid	\$ 0.00

Total: \$ 26,449,931.0

Agreement No: WQC-2015-KCoNRP-00005
 Project Title: South Magnolia CSO (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0.00 %	\$ 0.00	\$ 26,449,931.00	\$ 26,449,931.0
Total		\$ 0.00	\$ 26,449,931.00	\$ 26,449,931.0

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Cultural and Historic Resources Protection: The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

D. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

E. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

F. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

G. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

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SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY

A. **Technical Assistance:** Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. **Project Status Evaluation:** ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.

A. **Centennial-Funded Projects Used to Match Section 319-Funded Projects:** Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. **Section 319 Reporting Requirements:** The RECIPIENT must complete ECOLOGY's "Clean Water Act Section 319 Initial Data Reporting Sheet." The RECIPIENT must submit this form to ECOLOGY's Financial Manager with the signed agreement. The form is available on ECOLOGY's Water Quality Program funding website.

C. The RECIPIENT must complete ECOLOGY's "Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form" annually. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY's Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form
2. Clean Water Act Section 319 Initial Data Reporting Sheet
Contact your ECOLOGY financial manager for the forms.

A. **Disadvantaged Business Enterprise (DBE):**

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's

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Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) 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 participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%
 WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

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 whenever 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, Local and Government recipients, this shall 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 shall 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 the Department of Commerce.

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

B. Funding Recognition: The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

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D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this 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 Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

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- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally

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available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants,

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agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

18020

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Cashiering Unit
 P.O. Box 47611
 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

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Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

M. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

N. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

O. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works,

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Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no

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more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole

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discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

U. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system

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provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using 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

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ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

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5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part,

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in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of

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all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by

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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 provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish 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.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part

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with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

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All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, www.ecy.wa.gov/sustainability.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

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

Agreement No: WQC-2015-KCoNRP-00005
Project Title: South Magnolia CSO (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

29. WAIVER

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

ESTIMATED LOAN REPAYMENT SCHEDULE



Loan Number	EL150080	Loan Amount	\$26,449,931.00
Recipient Name	King County DNR&P-WTD	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.700 %
Project Completion Date		Interest Compounded	Monthly
Initiation of Operations	12/31/2015	Loan Date	12/31/2015

Loan Number	EL150080	Department of Ecology	
Recipient Name	King County DNR&P-WTD	Date Created	03/19/2015

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	12/31/2016	\$889,827.61	\$720,040.81	\$169,786.80	\$26,280,144.20
SubTotal	2016	\$889,827.61	\$720,040.81	\$169,786.80	
2	06/30/2017	\$889,827.61	\$356,783.59	\$533,044.02	\$25,747,100.18
3	12/31/2017	\$889,827.61	\$349,546.90	\$540,280.71	\$25,206,819.47
SubTotal	2017	\$1,779,655.22	\$706,330.49	\$1,073,324.73	
4	06/30/2018	\$889,827.61	\$342,211.96	\$547,615.65	\$24,659,203.82
5	12/31/2018	\$889,827.61	\$334,777.44	\$555,050.17	\$24,104,153.65
SubTotal	2018	\$1,779,655.22	\$676,989.40	\$1,102,665.82	
6	06/30/2019	\$889,827.61	\$327,241.98	\$562,585.63	\$23,541,568.02
7	12/31/2019	\$889,827.61	\$319,604.23	\$570,223.38	\$22,971,344.64
SubTotal	2019	\$1,779,655.22	\$646,846.21	\$1,132,809.01	
8	06/30/2020	\$889,827.61	\$311,862.78	\$577,964.83	\$22,393,379.81
9	12/31/2020	\$889,827.61	\$304,016.23	\$585,811.38	\$21,807,568.43
SubTotal	2020	\$1,779,655.22	\$615,879.01	\$1,163,776.21	
10	06/30/2021	\$889,827.61	\$296,063.16	\$593,764.45	\$21,213,803.98
11	12/31/2021	\$889,827.61	\$288,002.12	\$601,825.49	\$20,611,978.49
SubTotal	2021	\$1,779,655.22	\$584,065.28	\$1,195,589.94	
12	06/30/2022	\$889,827.61	\$279,831.64	\$609,995.97	\$20,001,982.52
13	12/31/2022	\$889,827.61	\$271,550.23	\$618,277.38	\$19,383,705.14
SubTotal	2022	\$1,779,655.22	\$551,381.87	\$1,228,273.35	
14	06/30/2023	\$889,827.61	\$263,156.39	\$626,671.22	\$18,757,033.92
15	12/31/2023	\$889,827.61	\$254,648.60	\$635,179.01	\$18,121,854.91

Loan Number EL150080

Recipient Name King County DNR&P-WTD

Date Created 03/19/2015

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2023	\$1,779,655.22	\$517,804.99	\$1,261,850.23	
16	06/30/2024	\$889,827.61	\$246,025.30	\$643,802.31	\$17,478,052.60
17	12/31/2024	\$889,827.61	\$237,284.94	\$652,542.67	\$16,825,509.93
SubTotal	2024	\$1,779,655.22	\$483,310.24	\$1,296,344.98	
18	06/30/2025	\$889,827.61	\$228,425.91	\$661,401.70	\$16,164,108.23
19	12/31/2025	\$889,827.61	\$219,446.61	\$670,381.00	\$15,493,727.23
SubTotal	2025	\$1,779,655.22	\$447,872.52	\$1,331,782.70	
20	06/30/2026	\$889,827.61	\$210,345.41	\$679,482.20	\$14,814,245.03
21	12/31/2026	\$889,827.61	\$201,120.65	\$688,706.96	\$14,125,538.07
SubTotal	2026	\$1,779,655.22	\$411,466.06	\$1,368,189.16	
22	06/30/2027	\$889,827.61	\$191,770.65	\$698,056.96	\$13,427,481.11
23	12/31/2027	\$889,827.61	\$182,293.71	\$707,533.90	\$12,719,947.21
SubTotal	2027	\$1,779,655.22	\$374,064.36	\$1,405,590.86	
24	06/30/2028	\$889,827.61	\$172,688.11	\$717,139.50	\$12,002,807.71
25	12/31/2028	\$889,827.61	\$162,952.11	\$726,875.50	\$11,275,932.21
SubTotal	2028	\$1,779,655.22	\$335,640.22	\$1,444,015.00	
26	06/30/2029	\$889,827.61	\$153,083.92	\$736,743.69	\$10,539,188.52
27	12/31/2029	\$889,827.61	\$143,081.77	\$746,745.84	\$9,792,442.68
SubTotal	2029	\$1,779,655.22	\$296,165.69	\$1,483,489.53	
28	06/30/2030	\$889,827.61	\$132,943.82	\$756,883.79	\$9,035,558.89
29	12/31/2030	\$889,827.61	\$122,668.24	\$767,159.37	\$8,268,399.52
SubTotal	2030	\$1,779,655.22	\$255,612.06	\$1,524,043.16	
30	06/30/2031	\$889,827.61	\$112,253.16	\$777,574.45	\$7,490,825.07
31	12/31/2031	\$889,827.61	\$101,696.68	\$788,130.93	\$6,702,694.14
SubTotal	2031	\$1,779,655.22	\$213,949.84	\$1,565,705.38	
32	06/30/2032	\$889,827.61	\$90,996.89	\$798,830.72	\$5,903,863.42
33	12/31/2032	\$889,827.61	\$80,151.83	\$809,675.78	\$5,094,187.64
SubTotal	2032	\$1,779,655.22	\$171,148.72	\$1,608,506.50	
34	06/30/2033	\$889,827.61	\$69,159.54	\$820,668.07	\$4,273,519.57
35	12/31/2033	\$889,827.61	\$58,018.01	\$831,809.60	\$3,441,709.97

Loan Number EL150080

Recipient Name King County DNR&P-WTD

Date Created 03/19/2015

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2033	\$1,779,655.22	\$127,177.55	\$1,652,477.67	
36	06/30/2034	\$889,827.61	\$46,725.22	\$843,102.39	\$2,598,607.58
37	12/31/2034	\$889,827.61	\$35,279.13	\$854,548.48	\$1,744,059.10
SubTotal	2034	\$1,779,655.22	\$82,004.35	\$1,697,650.87	
38	06/30/2035	\$889,827.61	\$23,677.64	\$866,149.97	\$877,909.13
39	12/31/2035	\$889,827.77	\$11,918.64	\$877,909.13	\$0.00
SubTotal	2035	\$1,779,655.38	\$35,596.28	\$1,744,059.10	
Grand Total		\$34,703,276.95	\$8,253,345.95	\$26,449,931.00	

Financial Capability Assessment Checklist

The Environmental Protection Agency requires Ecology to conduct a Financial Capability Assessment (FCA) of all applicants offered a State Revolving Fund (SRF) loan. The FCA assesses the ability of the applicant to raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project. The FCA must be completed even if an FCA of the applicant was previously conducted. The FCA must be completed before a SRF loan agreement can be signed.

Please complete the checklist below and provide supporting documents, as applicable.

Submit via email to daniel.thompson@ecy.wa.gov or via mail to:

Daniel Thompson
State Revolving Fund Planner
Department of Ecology
Water Quality Program - Financial Management Section
PO Box 47600
Olympia WA 98504-7600

If you have any questions call or email Daniel Thompson at: 360-407-6510 or daniel.thompson@ecy.wa.gov.

Applicant Name: _____

Applicant Financial Contact Name, Title, Email, Phone Number: _____

Application Number(s): _____. (If the checklist covers multiple loan offers list all application numbers covered.)

Project Title(s): _____. (If the checklist covers multiple loan offers list all project titles covered.)

Do you have a legally dedicated fund to pay for the project? Yes No

- If "Yes", list the name of the fund and describe the fund type: _____.
- If "No", describe how you will raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project: _____.

What accounting method do you use? Accrual basis Cash basis

What is the base monthly residential user fee for your system? \$_____ N/A

What is the number of residential ratepayers for your system? _____ N/A

Provide the following supporting documents, as applicable. You can provide the documents either via a web link, email, hardcopy, or a combination.

- Legal authority to establish fees or other means for raising and maintaining sufficient funds to repay the SRF loan and operate and maintain the project. (Documents may include ordinances, resolutions, official meeting minutes, etc.)
 - Documents located on the following webpage(s): _____.
 - Documents provided via email.
 - Documents provided in hardcopy.
- State Auditor's Office (or independent auditor) reports for the past 3 years.
 - Documents located on the following webpage(s): _____.
 - Documents provided via email.
 - Documents provided in hardcopy.
- Financial Statements for the past 3 years for the source of funds that will be used to repay the SRF loan and operate and maintain the project.
 - Documents included in the audit reports cited above.
 - Documents located on the following webpage(s): _____.
 - Documents provided via email.
 - Documents provided in hardcopy.

Provide any additional comments or information you have that may impact Ecology's FCA. _____.

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and

[Take out any of the following paragraphs that don't apply.]

- F. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from annual *ad valorem* taxes to be levied within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- G. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.
- I. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility and ULID Assessments in the ULID.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

**Clean Water State Revolving Fund
 EPA CBR Data Reporting Sheet**

Name of Recipient Organization: _____

Loan Agreement Number: _____

NOTE: Guidance document for the questions below can be found at:
<http://www.ecy.wa.gov/programs/vq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Information

Project Name: _____

Project Description: _____

Project Dates

Project Start Date (notice to proceed, or execution of contract): _____
 Only enter actual project start dates in CBR. If project has not started, leave blank.

Initiation of Operation / Project Completion Date: _____
 Only enter actual project start dates in CBR. If project has not started, leave blank.

Population Served (May not apply to Nonpoint/Activity projects)

Population Served by the Project: _____
 Population Served by the total System: _____
 Population of the Borrower: _____

Needs Categories

Categories for the Project (choose all that are involved in the scope of work of this project). Show the percentage, by cost, if more than one category applies. (See Guidance document for the Category descriptions):

Planning and Design Only Number of NPS projects: _____

<u>Treatment Works Categories</u>	<u>Nonpoint Source Categories</u>
<input type="checkbox"/> Category I _____ %	<input type="checkbox"/> Category VII-A _____ %
<input type="checkbox"/> Category II _____ %	<input type="checkbox"/> Category VII-B _____ %
<input type="checkbox"/> Category IIIA _____ %	<input type="checkbox"/> Category VII-C _____ %
<input type="checkbox"/> Category IIIB _____ %	<input type="checkbox"/> Category VII-D _____ %
<input type="checkbox"/> Category IVA _____ %	<input type="checkbox"/> Category VII-E _____ %
<input type="checkbox"/> Category IVB _____ %	<input type="checkbox"/> Category VII-F _____ %
<input type="checkbox"/> Category V _____ %	<input type="checkbox"/> Category VII-G _____ %
<input type="checkbox"/> Category VI _____ %	<input type="checkbox"/> Category VII-H _____ %
<input type="checkbox"/> Category X _____ %	<input type="checkbox"/> Category VII-I _____ %
	<input type="checkbox"/> Category VII-J _____ %
	<input type="checkbox"/> Category VII-K _____ %
	<input type="checkbox"/> Category VII-L _____ %

Project Includes Green Project Reserve Funding:

Does this project include GPR elements that will be funded by the loan?

Green Infrastructure	\$ _____
Energy Efficiency	\$ _____
Water Efficiency	\$ _____
Green Innovative	\$ _____

Discharge Information

Check all waterbodies that this project affects discharge to:

- Ocean Outfall
- Estuary/Coastal Bay
- Wetland
- Surface Water (Stream, River, Lake)
- Groundwater
- Land Application
- Other/Reuse
- Eliminates Discharge
- No Change / No Discharge

And indicate if:

- Discharge is located in a National Estuary study area (Puget Sound or Lower Columbia River)
- Seasonal Discharge

NPDES Permit number (if applicable): _____

Other Discharge Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc

Type: _____ Number: _____

Wastewater Volume (Design Flow)

for the Project: _____ MGD

for the total System: _____ MGD

Volume eliminated / conserved by the project: _____ MGD

Affected Waterbodies

Primary Impacted Waterbody's Federal NHD 12-Digit HUC Code: _____

Latitude and Longitude (in Decimal Degrees) that corresponds to the affected waterbody, or the outfall location affected by this project,

Latitude: _____ Longitude: _____

The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:
<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Project Location

Address of the primary physical location where the project takes place. For large scale projects identify an address that best represents the center of the project.

Address: _____
City: _____, WA
Zip: _____
Congressional District(s) _____, _____, _____, _____

Project Improvement or Maintenance of Water Quality

The Project contributes to water quality: - (Choose only one)

- Improvement (reduces pollutant loading to the waterbody)
- Maintenance (sustains treatment capacity of a facility)
- Not Applicable (increases pollutant loading to the waterbody)

The Project will allow the system to: - (Choose only one)

- Achieve Compliance
- Maintain Compliance
- Not Applicable (for Nonpoint projects)

The primary affected waterbody is: - (Choose only one)

- Meeting Standards
- Impaired
- Threatened
- Not Yet Assessed
- Not Applicable

Project allows the system to address - (Choose all that apply)

- Existing TMDL
- Projected TMDL
- Watershed Management Plan

Contribution to Protection or Restoration of Waterbody Uses

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore.

- If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants.
- If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.
- Select one Use/Outcome as the primary Use/Outcome

<u>Designated Surface Water Uses</u>	Protection	Restoration	Primary?
Water Supply – Domestic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply - Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply – Agricultural/Stock Watering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salmonid Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Fish Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clam, Oyster, and Mussel Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crustaceans/Other Shellfish Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife Habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Primary Contact Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Contact Recreation, Boating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aesthetic Enjoyment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commerce and Navigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Uses and Outcomes</u>			
Infrastructure Improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regionalization/Consolidation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Reuse/Recycling/Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groundwater Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking Water Supply	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Public Health/Pathogen Reduction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetland Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Comments

Any comments, explanations, or justifications for data entered on this form can be added to the comments.

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**



Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # _____

Recipient Information – For Recipient Use Only

1. Legal Name	2. DUNS Number																		
3. Principle Place of Performance																			
3a. City	3b. State																		
3c. Zip+4	3d. Country																		
4. Are you registered in CCR? <input type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.																			
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. 																			
<input type="checkbox"/> NO. Skip to signature block. Sign, date and return.																			
<input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:33%;">Name Of Official</th> <th style="width:33%;">Position Title</th> <th style="width:34%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
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<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Print Name	Date
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Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**

For Department of Ecology Use Only

ECY Agreement Number
Subaward Project Description (see instructions and example below)

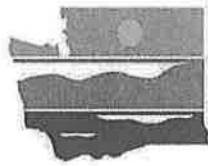
Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD



DEPARTMENT OF
ECOLOGY
 State of Washington

Agreement WQC-2015-KCoNRP-00001

Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KING COUNTY DNR & P - WTD

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and KING COUNTY DNR & P - WTD, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Fremont Siphon Replacement (Construction Phase)
Total Cost:	\$29,459,059.00
Total Eligible Cost:	\$29,459,059.00
Ecology Share:	\$29,459,059.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/03/2014
The Expiration Date of this Agreement is no later than	12/31/2017
Project Type:	Wastewater Facility

Project Short Description:

This project will construct the replacement to the existing Fremont Siphon and a new odor control facility. This will eliminate the threat of serious environmental and health hazards due to failure of aging pipelines and will protect Lake Washington Ship Canal from a potential discharge of untreated wastewater.

Project Long Description:

This project will construct the replacement to the existing Fremont Siphon and a new odor control facility. This will eliminate the threat of serious environmental and health hazards due to failure of aging pipelines and will protect Lake Washington Ship Canal from a potential discharge of untreated wastewater.

The Fremont Siphon conveys approximately half of the total wastewater load of the West Point Treatment Plant from King County's northeastern service area. This project eliminates the threat of serious environmental health hazard due to failure of these aging pipelines. This project will protect Lake Washington Ship Canal from potential discharge of untreated wastewater.

Agreement No: WQC-2015-KCoNRP-00001
Project Title: Fremont Siphon Replacement (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

Overall Goal:

Eliminate the threat of serious environmental health hazard and better control odor.

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

RECIPIENT INFORMATION

Organization Name: KING COUNTY DNR & P - WTD

Federal Tax ID: 91-6001327

DUNS Number: 135108934

Mailing Address: 201 S Jackson St., KSC-NR-0502
 Seattle, WA, 98104-3855

Physical Address: 201 S Jackson, KSC-NR-0502
 Seattle, Washington, 98104-3855

Organization Email: steve.baruso@kingcounty.gov

Organization Fax: (206) 684-1741

Contacts

Project Manager	<p>William Sroufe</p> <p>201 S. Jackson Street Seattl, Washington, 98104 Email: william.sroufe@kingcounty.gov Phone: (206) 477-5403</p>
Billing Contact	<p>Steve Baruso Grants Administrator</p> <p>201 S Jackson St. KSC-NR-0502 Seattle, Washington, 98104 Email: steve.baruso@kingcounty.gov Phone: (206) 477-5366</p>
Authorized Signatory	<p>Pam Elardo Director</p> <p>201 South Jackson Street KSC-NR-0501 Seattle, Washington, 98104 Email: pam.elardo@kingcounty.gov Phone: (206) 477-5371</p>

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive
 Lacey, WA 98503

Contacts

Project Manager	Kenneth Ziebart 3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164
Financial Manager	Tammie McClure P.O. Box 47600 Olympia, Washington, 98504-7600 Email: tmcc461@ecy.wa.gov Phone: (360) 407-6410
Technical Advisor	Kenneth Ziebart 3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164

Agreement No: WQC-2015-KCoNRP-00001
Project Title: Fremont Siphon Replacement (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

KING COUNTY DNR & P - WTD

Program Manager Date
Heather Bartlett
Water Quality

Pam Elardo Date
Director

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 1 Task Cost: \$3,013,582.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); 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.

B. 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.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 2 Task Cost: \$23,780,477.00

Task Title: Construction

Task Description:

A. The RECIPIENT shall include ECOLOGY's specification insert in the bid documents. The RECIPIENT must execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT shall construct the Fremont Siphon Replacement and Odor Control Facility Project as shown in King County Contract No. C00762C14, which was approved by Ecology ECOLOGY December 4, 2013. The construction will include:

- Two parallel 465 feet long 60-inch nominal ID pipes via tunneling methods, under the Lake Washington Ship Canal.
- Launch and retrieval shafts approximately 80 feet deep.
- Two structures and 108-inch inside diameter pipe to connect the new siphon to the existing North Interceptor pipeline.
- Replacement of approximately 130 linear feet of a 30-inch inside diameter combined sewer overflow outfall pipe and associated manholes.
- Associated equipment, yard piping and site improvements as shown on the plans.

C. The RECIPIENT must conduct a pre-construction conference and invite ECOLOGY staff.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

Construction

Deliverables

Number	Description	Due Date
2.1	Copy of the advertisement for bids with affidavit of publication, bid tabs in Excel format, notice of award, notice to proceed, and a copy of the executed construction contract.	
2.2	Completion of the construction in conformance with the plans, specifications and approved change orders.	
2.3	Minutes of the pre-construction meeting.	
2.4	Contractor's progress payment estimates in Excel format.	

Agreement No: WQC-2015-KCoNRP-00001
Project Title: Fremont Siphon Replacement (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

Agreement No: WQC-2015-KCoNRP-00001
Project Title: Fremont Siphon Replacement (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 3 Task Cost: \$2,575,000.00

Task Title: Construction Management Services and Engineering

Task Description:

A. The RECIPIENT shall provide adequate and competent construction management and inspection for the PROJECT. This may involve procuring professional services. If professional services are procured, the RECIPIENT must procure them in accordance with Chapter 11 of Title 40, United States Code. The RECIPIENT must include ECOLOGY's specification insert in the contract documents. The RECIPIENT shall submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT shall develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT shall provide a plan of interim operation for the facility (WAC 173-240-070(1)) while under construction.

D. The RECIPIENT will prepare an Operations and Maintenance (O&M) manual for the treatment facility.

E. The RECIPIENT shall ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT shall revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the progress reports.

F. Upon completion of construction, the RECIPIENT must provide ECOLOGY's Project Manager with a set of record drawings which reflect changes, modifications, or other revisions made to the project during construction.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

Construction Management Services and Engineering

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring construction management services.	
3.3	Construction quality assurance plan.	
3.4	Plan of interim operation.	
3.5	Operation and Maintenance Manual.	
3.6	Declaration of Construction Completion form.	

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 4 **Task Cost: \$90,000.00**

Task Title: Community Relations - Force Account

Task Description:

A. The RECIPIENT shall implement public involvement communications during the construction phase of the project.

B. The RECIPIENT shall work with project construction staff to identify major impacts that the construction will impede on the neighbors and businesses.

C. The RECIPIENT shall communicate these impacts in advance notices to the neighbors and businesses around the area in case there are questions or concerns that must be addressed prior to the impact happening.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

Community Relations - Force Account

Deliverables

Number	Description	Due Date
4.1	Successful implementation of construction phase public involvement and communication.	

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SCOPE OF WORK

Task Number: 5 **Task Cost: \$0.00**

Task Title: Change Order Allowance

Task Description:

A. The RECIPIENT must negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.

B. The RECIPIENT must submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

Change Order Allowance**Deliverables**

Number	Description	Due Date
5.1	Executed change orders with backup documentation and PE seal/signature.	

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

BUDGET

Funding Distribution EL150072

Funding Title: SRF Loan
 Funding Type: loan
 Funding Effective Date: 07/03/2014
 Funding Source:
 Funding Expiration Date: 12/31/2017

Title: CWSRF - SFY15
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%
 Terms: 20 years

Project Start Date: 07/03/2014 Project Completion Date: 12/31/2017
 Estimated Initiation of Operation date: 03/04/2017
 Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$
 Final Loan Amount: \$
 Repayment Schedule Number: 2099

SRF Loan	Task Total
Project Administration/Management	\$ 3,013,582.00
Construction	\$ 23,780,477.0
Construction Management Services and Engineering	\$ 2,575,000.00
Community Relations - Force Account	\$ 90,000.00
Change Order Allowance	\$ 0.00

Total: \$ 29,459,059.0

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0.00 %	\$ 0.00	\$ 29,459,059.00	\$ 29,459,059.0
Total		\$ 0.00	\$ 29,459,059.00	\$ 29,459,059.0

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of
 18020

Agreement No: WQC-2015-KCoNRP-00001
Project Title: Fremont Siphon Replacement (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Cultural and Historic Resources Protection: The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

D. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site- specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

E. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

F. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

G. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

Agreement No: WQC-2015-KCoNRP-00001
 Project Title: Fremont Siphon Replacement (Construction Phase)
 Recipient Name: KING COUNTY DNR & P - WTD

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY

A. **Technical Assistance:** Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. **Project Status Evaluation:** ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.

A. **Centennial-Funded Projects Used to Match Section 319-Funded Projects:** Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. **Section 319 Reporting Requirements:** The RECIPIENT must complete ECOLOGY’s “Clean Water Act Section 319 Initial Data Reporting Sheet.” The RECIPIENT must submit this form to ECOLOGY’s Financial Manager with the signed agreement. The form is available on ECOLOGY’s Water Quality Program funding website.

C. The RECIPIENT must complete ECOLOGY’s “Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form” annually. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY’s Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form

2. Clean Water Act Section 319 Initial Data Reporting Sheet
 Contact your ECOLOGY financial manager for the forms.

A. Disadvantaged Business Enterprise (DBE):

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's

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Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) 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 participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%
 WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

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 whenever 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, Local and Government recipients, this shall 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 shall 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 the Department of Commerce.

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

B. Funding Recognition: The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

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D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this 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 Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

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

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally

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available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants,

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agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

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Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

M. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

N. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

O. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works,

Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no

more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole 18020

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discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

U. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system

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provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using 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

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ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

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5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part,

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in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of

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all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by

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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 provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish 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.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part

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with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

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

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

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

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

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

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

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All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, www.ecy.wa.gov/sustainability.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

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

Agreement No: WQC-2015-KCoNRP-00001
Project Title: Fremont Siphon Replacement (Construction Phase)
Recipient Name: KING COUNTY DNR & P - WTD

29. WAIVER

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

ESTIMATED LOAN REPAYMENT SCHEDULE



Loan Number	EL150072	Loan Amount	\$29,459,059.00
Recipient Name	King County DNR&P-WTD	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.700 %
Project Completion Date		Interest Compounded	Monthly
Initiation of Operations	03/04/2017	Loan Date	03/04/2017

Loan Number	EL150072	Department of Ecology
Recipient Name	King County DNR&P-WTD	Date Created 12/23/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	03/04/2018	\$991,207.06	\$806,429.93	\$184,777.13	\$29,274,281.87
2	09/04/2018	\$991,207.06	\$397,432.50	\$593,774.56	\$28,680,507.31
SubTotal	2018	\$1,982,414.12	\$1,203,862.43	\$778,551.69	
3	03/04/2019	\$991,207.06	\$389,371.32	\$601,835.74	\$28,078,671.57
4	09/04/2019	\$991,207.06	\$381,200.70	\$610,006.36	\$27,468,665.21
SubTotal	2019	\$1,982,414.12	\$770,572.02	\$1,211,842.10	
5	03/04/2020	\$991,207.06	\$372,919.15	\$618,287.91	\$26,850,377.30
6	09/04/2020	\$991,207.06	\$364,525.17	\$626,681.89	\$26,223,695.41
SubTotal	2020	\$1,982,414.12	\$737,444.32	\$1,244,969.80	
7	03/04/2021	\$991,207.06	\$356,017.23	\$635,189.83	\$25,588,505.58
8	09/04/2021	\$991,207.06	\$347,393.79	\$643,813.27	\$24,944,692.31
SubTotal	2021	\$1,982,414.12	\$703,411.02	\$1,279,003.10	
9	03/04/2022	\$991,207.06	\$338,653.28	\$652,553.78	\$24,292,138.53
10	09/04/2022	\$991,207.06	\$329,794.10	\$661,412.96	\$23,630,725.57
SubTotal	2022	\$1,982,414.12	\$668,447.38	\$1,313,966.74	
11	03/04/2023	\$991,207.06	\$320,814.65	\$670,392.41	\$22,960,333.16
12	09/04/2023	\$991,207.06	\$311,713.29	\$679,493.77	\$22,280,839.39
SubTotal	2023	\$1,982,414.12	\$632,527.94	\$1,349,886.18	
13	03/04/2024	\$991,207.06	\$302,488.37	\$688,718.69	\$21,592,120.70
14	09/04/2024	\$991,207.06	\$293,138.21	\$698,068.85	\$20,894,051.85
SubTotal	2024	\$1,982,414.12	\$595,626.58	\$1,386,787.54	
15	03/04/2025	\$991,207.06	\$283,661.11	\$707,545.95	\$20,186,505.90

Loan Number

EL150072

Recipient Name

King County DNR&P-WTD

Date Created

12/23/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
16	09/04/2025	\$991,207.06	\$274,055.35	\$717,151.71	\$19,469,354.19
SubTotal	2025	\$1,982,414.12	\$557,716.46	\$1,424,697.66	
17	03/04/2026	\$991,207.06	\$264,319.18	\$726,887.88	\$18,742,466.31
18	09/04/2026	\$991,207.06	\$254,450.83	\$736,756.23	\$18,005,710.08
SubTotal	2026	\$1,982,414.12	\$518,770.01	\$1,463,644.11	
19	03/04/2027	\$991,207.06	\$244,448.50	\$746,758.56	\$17,258,951.52
20	09/04/2027	\$991,207.06	\$234,310.39	\$756,896.67	\$16,502,054.85
SubTotal	2027	\$1,982,414.12	\$478,758.89	\$1,503,655.23	
21	03/04/2028	\$991,207.06	\$224,034.63	\$767,172.43	\$15,734,882.42
22	09/04/2028	\$991,207.06	\$213,619.37	\$777,587.69	\$14,957,294.73
SubTotal	2028	\$1,982,414.12	\$437,654.00	\$1,544,760.12	
23	03/04/2029	\$991,207.06	\$203,062.71	\$788,144.35	\$14,169,150.38
24	09/04/2029	\$991,207.06	\$192,362.73	\$798,844.33	\$13,370,306.05
SubTotal	2029	\$1,982,414.12	\$395,425.44	\$1,586,988.68	
25	03/04/2030	\$991,207.06	\$181,517.49	\$809,689.57	\$12,560,616.48
26	09/04/2030	\$991,207.06	\$170,525.01	\$820,682.05	\$11,739,934.43
SubTotal	2030	\$1,982,414.12	\$352,042.50	\$1,630,371.62	
27	03/04/2031	\$991,207.06	\$159,383.30	\$831,823.76	\$10,908,110.67
28	09/04/2031	\$991,207.06	\$148,090.32	\$843,116.74	\$10,064,993.93
SubTotal	2031	\$1,982,414.12	\$307,473.62	\$1,674,940.50	
29	03/04/2032	\$991,207.06	\$136,644.03	\$854,563.03	\$9,210,430.90
30	09/04/2032	\$991,207.06	\$125,042.34	\$866,164.72	\$8,344,266.18
SubTotal	2032	\$1,982,414.12	\$261,686.37	\$1,720,727.75	
31	03/04/2033	\$991,207.06	\$113,283.14	\$877,923.92	\$7,466,342.26
32	09/04/2033	\$991,207.06	\$101,364.30	\$889,842.76	\$6,576,499.50
SubTotal	2033	\$1,982,414.12	\$214,647.44	\$1,767,766.68	
33	03/04/2034	\$991,207.06	\$89,283.65	\$901,923.41	\$5,674,576.09
34	09/04/2034	\$991,207.06	\$77,038.98	\$914,168.08	\$4,760,408.01
SubTotal	2034	\$1,982,414.12	\$166,322.63	\$1,816,091.49	
35	03/04/2035	\$991,207.06	\$64,628.09	\$926,578.97	\$3,833,829.04

Dated March 25, 2015

Department of Ecology

Loan Number EL150072

Recipient Name King County DNR&P-WTD

Date Created 12/23/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
36	09/04/2035	\$991,207.06	\$52,048.70	\$939,158.36	\$2,894,670.68
SubTotal	2035	\$1,982,414.12	\$116,676.79	\$1,865,737.33	
37	03/04/2036	\$991,207.06	\$39,298.53	\$951,908.53	\$1,942,762.15
38	09/04/2036	\$991,207.06	\$26,375.26	\$964,831.80	\$977,930.35
SubTotal	2036	\$1,982,414.12	\$65,673.79	\$1,916,740.33	
39	03/04/2037	\$991,206.89	\$13,276.54	\$977,930.35	\$0.00
SubTotal	2037	\$991,206.89	\$13,276.54	\$977,930.35	
Grand Total		\$38,657,075.17	\$9,198,016.17	\$29,459,059.00	

Financial Capability Assessment Checklist

The Environmental Protection Agency requires Ecology to conduct a Financial Capability Assessment (FCA) of all applicants offered a State Revolving Fund (SRF) loan. The FCA assesses the ability of the applicant to raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project. The FCA must be completed even if an FCA of the applicant was previously conducted. The FCA must be completed before a SRF loan agreement can be signed.

Please complete the checklist below and provide supporting documents, as applicable.

Submit via email to daniel.thompson@ecy.wa.gov or via mail to:

Daniel Thompson
State Revolving Fund Planner
Department of Ecology
Water Quality Program - Financial Management Section
PO Box 47600
Olympia WA 98504-7600

If you have any questions call or email Daniel Thompson at: 360-407-6510 or daniel.thompson@ecy.wa.gov.

Applicant Name: _____

Applicant Financial Contact Name, Title, Email, Phone Number: _____

Application Number(s): _____. (If the checklist covers multiple loan offers list all application numbers covered.)

Project Title(s): _____. (If the checklist covers multiple loan offers list all project titles covered.)

Do you have a legally dedicated fund to pay for the project? Yes No

- If "Yes", list the name of the fund and describe the fund type: _____.
- If "No", describe how you will raise and maintain sufficient funds to repay the SRF loan and operate and maintain the project: _____.

What accounting method do you use? Accrual basis Cash basis

What is the base monthly residential user fee for your system? \$_____ N/A

What is the number of residential ratepayers for your system? _____ N/A

Provide the following supporting documents, as applicable. You can provide the documents either via a web link, email, hardcopy, or a combination.

Legal authority to establish fees or other means for raising and maintaining sufficient funds to repay the SRF loan and operate and maintain the project. (Documents may include ordinances, resolutions, official meeting minutes, etc.)

- Documents located on the following webpage(s): _____.
- Documents provided via email.
- Documents provided in hardcopy.

State Auditor's Office (or independent auditor) reports for the past 3 years.

- Documents located on the following webpage(s): _____.
- Documents provided via email.
- Documents provided in hardcopy.

Financial Statements for the past 3 years for the source of funds that will be used to repay the SRF loan and operate and maintain the project.

- Documents included in the audit reports cited above.
- Documents located on the following webpage(s): _____.
- Documents provided via email.
- Documents provided in hardcopy.

Provide any additional comments or information you have that may impact Ecology's FCA. _____.

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and

[Take out any of the following paragraphs that don't apply.]

- F. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from annual *ad valorem* taxes to be levied within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- G. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.
- I. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility and ULID Assessments in the ULID.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

Clean Water State Revolving Fund EPA CBR Data Reporting Sheet

Name of Recipient Organization: _____

Loan Agreement Number: _____

NOTE: Guidance document for the questions below can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Information

Project Name: _____

Project Description: _____

Project Dates

Project Start Date (notice to proceed, or execution of contract): _____
Only enter actual project start dates in CBR. If project has not started, leave blank.

Initiation of Operation / Project Completion Date: _____
Only enter actual project start dates in CBR. If project has not started, leave blank.

Population Served (May not apply to Nonpoint/Activity projects)

Population Served by the Project: _____
Population Served by the total System: _____
Population of the Borrower: _____

Needs Categories

Categories for the Project (choose all that are involved in the scope of work of this project). Show the percentage, by cost, if more than one category applies. (See Guidance document for the Category descriptions):

Planning and Design Only

Number of NPS projects: _____

<u>Treatment Works Categories</u>			<u>Nonpoint Source Categories</u>		
<input type="checkbox"/> Category I	_____	%	<input type="checkbox"/> Category VII-A	_____	%
<input type="checkbox"/> Category II	_____	%	<input type="checkbox"/> Category VII-B	_____	%
<input type="checkbox"/> Category IIIA	_____	%	<input type="checkbox"/> Category VII-C	_____	%
<input type="checkbox"/> Category IIIB	_____	%	<input type="checkbox"/> Category VII-D	_____	%
<input type="checkbox"/> Category IVA	_____	%	<input type="checkbox"/> Category VII-E	_____	%
<input type="checkbox"/> Category IVB	_____	%	<input type="checkbox"/> Category VII-F	_____	%
<input type="checkbox"/> Category V	_____	%	<input type="checkbox"/> Category VII-G	_____	%
<input type="checkbox"/> Category VI	_____	%	<input type="checkbox"/> Category VII-H	_____	%
<input type="checkbox"/> Category X	_____	%	<input type="checkbox"/> Category VII-I	_____	%
			<input type="checkbox"/> Category VII-J	_____	%
			<input type="checkbox"/> Category VII-K	_____	%
			<input type="checkbox"/> Category VII-L	_____	%

Project Includes Green Project Reserve Funding:

Does this project include GPR elements that will be funded by the loan?

Green Infrastructure \$ _____
Energy Efficiency \$ _____
Water Efficiency \$ _____
Green Innovative \$ _____

Discharge Information

Check all waterbodies that this project affects discharge to:

- Ocean Outfall
- Estuary/Coastal Bay
- Wetland
- Surface Water (Stream, River, Lake)
- Groundwater
- Land Application
- Other/Reuse
- Eliminates Discharge
- No Change / No Discharge

And indicate if:

- Discharge is located in a National Estuary study area (Puget Sound or Lower Columbia River)
- Seasonal Discharge

NPDES Permit number (if applicable): _____

Other Discharge Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc

Type: _____ Number: _____

Wastewater Volume (Design Flow)

for the Project: _____ MGD

for the total System: _____ MGD

Volume eliminated / conserved by the project: _____ MGD

Affected Waterbodies

Primary Impacted Waterbody's Federal NHD 12-Digit HUC Code: _____

Latitude and Longitude (in Decimal Degrees) that corresponds to the affected waterbody, or the outfall location affected by this project,

Latitude: _____ Longitude: _____

The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:

<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Project Location

Address of the primary physical location where the project takes place. For large scale projects identify an address that best represents the center of the project.

Address: _____

City: _____, WA

Zip: _____

Congressional District(s) _____, _____, _____, _____

Project Improvement or Maintenance of Water Quality

The Project contributes to water quality: - (Choose only one)

- Improvement (reduces pollutant loading to the waterbody)
- Maintenance (sustains treatment capacity of a facility)
- Not Applicable (increases pollutant loading to the waterbody)

The Project will allow the system to: - (Choose only one)

- Achieve Compliance
- Maintain Compliance
- Not Applicable (for Nonpoint projects)

The primary affected waterbody is: - (Choose only one)

- Meeting Standards
- Impaired
- Threatened
- Not Yet Assessed
- Not Applicable

Project allows the system to address - (Choose all that apply)

- Existing TMDL
- Projected TMDL
- Watershed Management Plan

Contribution to Protection or Restoration of Waterbody Uses

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore.

- If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants.
- If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.
- Select one Use/Outcome as the primary Use/Outcome

<u>Designated Surface Water Uses</u>	Protection	Restoration	Primary?
Water Supply – Domestic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply - Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply – Agricultural/Stock Watering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salmonid Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Fish Migration, Growth, and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clam, Oyster, and Mussel Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crustaceans/Other Shellfish Growth and Harvesting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife Habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Primary Contact Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Contact Recreation, Boating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aesthetic Enjoyment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commerce and Navigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Uses and Outcomes</u>			
Infrastructure Improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regionalization/Consolidation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Reuse/Recycling/Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groundwater Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking Water Supply	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Public Health/Pathogen Reduction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetland Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Comments

Any comments, explanations, or justifications for data entered on this form can be added to the comments.

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**

Dated March 25, 2015



Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # _____

Recipient Information – For Recipient Use Only

1. Legal Name	2. DUNS Number																		
3. Principle Place of Performance																			
3a. City	3b. State																		
3c. Zip+4	3d. Country																		
4. Are you registered in CCR? <input type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.																			
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. <input type="checkbox"/> NO. Skip to signature block. Sign, date and return. <input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Name Of Official</th> <th style="width:35%;">Position Title</th> <th style="width:30%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
4.																			
5.																			
<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Print Name	Date
--	------------	------

Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.

If you need this document in a format for the visually impaired, call Leann Ryser at (360) 407-7054. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341. 18020
 ECY 070-395 (3/11) Page 1 of 2

2014-0360 Attachment A to Amendment 1
Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form
Dated March 25, 2015

For Department of Ecology Use Only

ECY Agreement Number
Subaward Project Description (see instructions and example below)

Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.