

CITY OF ELLENSBURG
AGENDA
Council Conference
Thursday, February 17, 2022
3:30 PM - Utility Advisory Committee

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- 3.A Approve minutes - January 20th, 2022 regular meeting minutes
[UAC Minutes 1-20-22.docx](#)

4. APPROVAL OF CONSENT AGENDA Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

- 4.A [Joint Utility Trench Agreements \(JUT\) with Consolidated and Charter for Gateway 1.](#)
[Charter JUT Agreement with Attachment A.pdf](#)
[Consolidated JUT Agreement with Attachment.pdf](#)

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS Time is set aside each meeting to allow citizens to address the Utility Advisory Committee on city utility issues that are not on the agenda. Please limit remarks to three minutes. The Committee will not take action when the issue is first raised, but may place the issue on a future agenda. Citizen comment on items on the agenda is also welcome. Please let the chair know you wish to speak and then wait to be recognized.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

- 6.A Telecommunications Issues and Updates
[UAC February 2022 - Telecom Issues & Updates.docx](#)

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

- 7.A [Natural Gas Rebate Program Modifications](#)
- 7.B [Consultant Agreement - General Sewer System Plan Update and the Aeration System Improvements Pre-Design](#)
[~Consultant Agreement with Exhibits.pdf](#)
- 7.C [Grant Agreement with the Washington State Dept. of Ecology for the "Ellensburg Aquifer Storage and Recovery Feasibility Study".](#)
[WAECOL_Simple_Agreement_Template_DRAFT 2.9.22.pdf](#)
[Consultant Agreement \(Coho\).pdf](#)

8. INFORMATIONAL ITEMS

- 8.A [Department of Commerce - Energy Assistance Report
2021-10-28 - Ellensburg Energy Assistance Reporting-Template_RCW19.405.120.4.pdf](#)
- 8.B [Public Works & Utilities Issues and Updates
UAC February 2022 Public Works & Utilities Issues Update.docx](#)

9. NEXT MEETING

- 9.A March 17th, 2022 at 3:30 pm

10. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

January 20, 2022

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Lillquist, City Council, term expires May 31, 2022

Gary Gleason, CWU, term expires May 31, 2022

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Nate Sitton, City Utility Customer; Gary Gleason, CWU; Jim Goeben, Telecom.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Heidi Behrends Cerniwey, City Manager; Paul Meyer, Electrical Engineer; Bradley Campbell, Light Engineer; Drew Houck, IT; Terry Weiner, City Attorney; Nicole Klauss, Public Information Officer; Claire Boyte-White, Department of Ecology; Bill Drumheller, Department of Ecology; Andrew Wineke, Department of Ecology; approximately 3 other virtual attendees.

3. ELECT CHAIRPERSON AND VICE CHAIRPERSON

Nancy Lillquist moved to elect Nancy Goodloe as Chair. Barry seconded. Ed Barry moved to elect himself as Vice Chair. Sitton seconded. All in favor; **motion approved.**

4. APPROVAL OF MINUTES

4.A. Approve minutes - December 16th, 2021 regular meeting minutes

Barry moved to approve the minutes. Lillquist seconded. All in favor; **motion approved.**

5. APPROVAL OF CONSENT AGENDA

None.

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

None.

7. TELECOMMUNICATIONS UTILITY DISCUSSION TEMS

7.A. Telecommunications Issues and Updates

Drew Houck gave an update on telecommunications. There is a joint City Council & UAC study session scheduled for Feb 22, 2022 at 6 pm.

8. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

8.A. Climate Commitment Act Presentation from Department of Ecology

Department of Ecology gave an informational presentation on the Climate Commitment Act.

8.B. Ellensburg South Substation Siting Study Agreement for Professional Services

Barry move the Committee forward a favorable recommendation to City Council authorizing the City Manager to execute the agreement with Electrical Consultants, Inc. Lillquist seconded. All in favor; **motion approved.**

8.C. Natural Gas Rate Stabilization Fund

Nancy Lillquist move the Committee to utilize the \$8/MCF rate ceiling in the monthly gas rate calculation utilizing the rate stabilization fund. Barry seconded. All in favor; **motion approved.**

9. INFORMATIONAL ITEMS

9.A. Public Works & Utilities Issues and Updates

Staff gave updates on sewer, water, storm, electric and gas departments. Staff also reported that utilities routinely surplus items and unless UAC has issues or concerns, staff will request City Council to set a Public Hearing for February 22, 2022 at the February 7th City Council Meeting.

10. NEXT MEETING

10.A. February 17th, 2022 at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:46 pm.

Kim Bowie
Recording Secretary
Drafted: 1/26/2022
Approved:



AGENDA REPORT

Meeting Date:	February 17, 2022
Agenda Subject:	Joint Utility Trench Agreements (JUT) with Consolidated and Charter for Gateway 1.
Submitted by:	Jon Morrow Public Works & Utilities
Recommended Action or Motion:	Staff recommends the UAC forward a favorable recommendation to City Council authorizing City Manager to sign agreements.
Background/Summary:	Gateway 1 will provide street trees, sidewalks/bicycle paths, stormwater treatment for road runoff from Wenas to Whiskey Creek on University Way. The project is grant funded from the Department of Ecology. Gateway 1 will utilize a common trench for city utilities and private communication companies. It's less expensive to go out to bid together and saves time. This agreement is no cost to the city, but allows Charter and Consolidated to be in the same trench and go out to bid as one project.
Previous Council Action:	Previously Council authorized payment from Consolidated to reimburse Osborn Consulting to re-design the project around Consolidated Utilities.
Analysis:	The agreements have approximate bid costs attached to them for what each company thinks they will pay a contractor to build their underground utilities in our trench. These costs are not associated with the city's portion of the project. The UAC is being requested to forward a favorable recommendation to Council authorizing the City Manager to sign agreements.
Financial Impact:	No financial impact to city resources. All costs will be born by Consolidated and Charter.
Attachments:	Charter JUT Agreement with Attachment A.pdf Consolidated JUT Agreement with Attachment.pdf

JOINT UTILITY TRENCH CONSTRUCTION AGREEMENT

Between Charter Communications and the City of Ellensburg

City of Ellensburg Agreement No. 2021-__

THIS AGREEMENT ("Agreement"), effective as of the date last signed below (the "Effective Date"), is made by and between the City of Ellensburg a Washington Municipal Corporation ("the "City"), and Charter Communications, with a principle place of business in Saint Louis, Missouri ("Charter") (individually a "Party" and collectively, "the Parties"). The Attachments referred to herein are incorporated by this reference.

RECITALS

Whereas, the City is making improvements to the City's rights-of-way along University Way, between Wenas Street and Whiskey Creek, as part of the Gateway Improvements Project ("Project") within the corporate boundaries of the City; and

Whereas, Charter provides cable and telecommunication services in the City; and

Whereas, the Project includes relocation of facilities that are currently located along the corridor and owned by Charter and other utility service providers including Consolidated Communications, Bonneville Power, and City Utilities (water, sewer, storm, natural gas, power, and telecommunications). All of these utility services are to be relocated as part of the Project ("Relocation"); and

Whereas, the City has developed Plans, Specifications, and Estimates ("PS&E") for the Project; and

Whereas, the Relocation requires trenching within the right-of-way and the Parties recognize the efficiencies of entering into an agreement whereby one trench will be dug so that all of the Parties can relocate their facilities into one trench (the "Joint Trench"); and

Whereas, Charter desires to secure the services of the City to locate and incorporate Charter's existing conduit and utility vaults ("Charter Facilities") within the Joint Trench ("Work") and Charter desires to cooperate in the planning, engineering, design and other work associated with completion of the Joint Trench and the Work.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

AGREEMENT

1. Project Description.

The Joint Trench will be placed in the City's right-of-way along University Way, between Wenas Street and Whiskey Creek, as set forth in the PS&E. The Relocation is approximately 4,300 lineal feet in length along the Project route and includes facilities extended to those side streets and to properties included and as shown in the PS&E. The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including as a minimum, the City, Charter, Consolidated Communications, and Bonneville Power. The City will enter into a contract that includes construction of

the Project, including the Joint Trench and the Work.

2. Performance of Work.

2.1. The City, acting through the successful bidder ("Contractor"), will perform and complete the Joint Trench and the Work in accordance with the PS&E, the City's Public Works Standards and all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights-of-way in which the Work is to be performed. As one of the first orders of work to be required, the Contractor will develop a construction schedule for the Project in sufficient detail to allow the City and Charter to understand timeframes for completion of the Project, the Relocation, the Joint Trench and the Work.

2.2. To the extent that performance of the Work requires the installation of any materials that would not be needed but for Charter's participation in the Project, Charter will arrange for the purchase and delivery of such materials to the Contractor. Specific materials to be purchased and delivered by Charter are defined in the PS&E.

3. Responsibility of Parties to complete the Work.

3.1. City Responsibilities

3.1.1. *Contractor Duties.* The City will cause the Contractor to excavate the Joint Trench, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the Joint Trench, and perform any restoration required by the City within the right-of-way. The City and/or Contractor will exercise reasonable care in the performance of the Work, and will install Charter's Facilities in accordance with written requirements and drawings provided in the PS&E. The City will provide all traffic control required for the Work.

3.1.2. *Notice of Materials Required.* The City will provide Charter notice, not less than ten (10) working days prior to the required delivery date, requesting delivery of necessary conduits and vaults and all related materials that the Contractor reasonably requires to install the Joint Trench and Charter Facilities.

3.1.3. *Plan Discrepancies.* If there is any discrepancy between the City's and the Charter's Plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

3.2. Charter Responsibilities.

3.2.1. *Provision of Work, Materials, and Equipment.* All work and equipment described in this section as Charter responsibilities shall be provided by Charter in the manner and timeframe described herein at Charter's sole cost and expense.

3.2.2. *Specifications.* Charter shall provide to the City engineering drawings, specifications, construction standards, and quantities for relocating its facilities. The drawings shall show in sufficient detail the quantity, and size of the conduits and vaults to be used by Charter for its facilities.

3.2.3. *Coordination.* Charter shall maintain continued coordination with the City regarding installation of Charter's facilities. This coordination will include, but not be limited to the following:

3.2.3.1. The Contractor shall develop a schedule that accurately depicts how the Contractor plans to complete the Project, including the Relocation and the Work. Charter will be responsible for coordinating its work to meet this Project schedule.

3.2.3.2. A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from Charter will attend each meeting and provide weekly progress reports. The Charter representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with this Section 3.2.

3.2.3.3. Charter shall furnish all materials required for the installation of Charter's Facilities not less than ten (10) working days prior to the date that the work is scheduled to begin, as discussed in the weekly meeting, provided that the City gives Charter notice in accordance with Section 3.1.2. The City will provide a reasonable location to Charter to which the materials will be delivered. Materials provided shall have certification of materials origins as may be required for products that meet applicable provisions of Buy America Act as administered by the Federal Highways Administration (FHWA) and or the Federal Transit Administration (FTA).

3.2.3.4. Charter shall pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Charter Facilities in the Joint Trench.

3.2.3.5. Charter and the City shall each provide an inspector on-site, on twenty-four (24) hours' notice, to inspect and accept the installation of all vault and conduit installation work. Charter's inspector will not direct the Contractor in any manner; the Charter inspector will communicate all requests in writing to the City's inspector.

3.2.3.6. Once sections of Charter Facilities are installed by the City and accepted by Charter (which acceptance shall not be unreasonably withheld), Charter shall complete installation of its own conductors and equipment and perform cut-over and transfer of existing customers and facilities to the new underground system, and will remove all existing facilities that are no longer in use. This will be done in a manner that does not delay or otherwise impact progress of construction of the Project. Charter's responsibilities will include, but not be limited to, furnishing and installing its own cables, conductors, electrical equipment, and temporary utility poles; conversion to underground facilities; and for the removal of its facilities and other equipment no longer needed as a result of the Relocation.

3.2.4. *Traffic Control.* Charter or its contractor will provide traffic control when Charter or its contractor is installing its new underground cabling and splicing or performing overhead construction and removing its existing overhead facilities. Traffic control plans to be utilized by Charter or its contractor will be coordinated with traffic control established for the Project.

3.2.5. *Installation Not in Right-of-Way.* The installation of any Charter facilities not in the City's rights-of-way, including but not limited to cable, conduit, and pedestals, will be the sole responsibility of Charter. Charter will be solely responsible for coordinating any such work with private property owners on whose property the facilities will be located. The Project will not provide for any construction outside of the City's rights-of-way. Coordination of work, and payment for necessary permits from the City, as applicable, easements or agreements from private property owners, is the responsibility of Charter and shall be done in a manner so as not to delay or otherwise impact the construction of the Project.

4. **Compensation.**

4.1. *Estimate of Charter's Costs.* Charter agrees to pay the City its portion of the Project costs, which are those costs actually incurred by the City in connection with the Work and reasonably attributed to the Charter Facilities; including such amounts paid by the City to its Contractor for design, planning, construction, labor, materials and other costs of the Work. For planning purposes, an estimate of the costs to be reimbursed by Charter to the City for the Work is included as Attachment A to this Agreement. This compensation covers a pro rata share of certain costs and the pro rata share formula is set forth in Attachment A. Preliminary costs will be agreed upon prior to construction. Costs will be finalized after completion of construction and will be subject to final review and approval by Charter, which approval shall not be unreasonably withheld. Charter agrees to pay the City for its portion of the actual construction costs approved by Charter based on the pro rata share formula set forth in Attachment A.

4.2. *Share of additional expenses.* Charter shall pay its proportionate share of any reasonable, additional expenses incurred by the City to complete the Work, including Charter's prorated share of the City's Project administration, management, engineering and inspection costs associated with the Work, provided such additional expenses are mutually agreed upon by the Parties in writing, prior to such additional expenses being incurred.

4.3. *Claims by Contractor.* Charter agrees to pay the proportionate share of cost of any claims made by the City's Contractor that are caused by Charter's actions or omissions. These claims may include but are not limited to delays caused by Charter installing their facilities, delays caused by Charter receiving their materials, or any other conflicts between the City's Contractor and Charter. These claims must be verifiable or substantiated claims.

4.4. *Invoice.* Charter agrees to pay all uncontested amounts to the City within thirty (30) days of being invoiced by the City.

4.5. *Withdrawal from Agreement.* Should Charter elect not to participate in the Joint Trench, Charter shall notify the City in writing as soon as practicable after such decision is made. In the event Charter does withdraw from this Agreement, Charter shall relocate its facilities identified as needing to be relocated in the Project at least thirty days prior to the City's notice to proceed to the Contractor. Charter shall coordinate Charter's Work with other utility companies. This coordination may include the stacking of conduits with another utility, locating conduits below or around other vaults, and placement of vaults around other conduits. Charter's new facilities must be permitted and approved by the City, and construction of these facilities shall be planned in a manner that does not cause any unreasonable delay to the City's Contractor work. Charter shall be held liable for any and all actual damages and delays to the City's Joint Trench and/or the Project directly attributable to Charter's withdrawal from this Joint Trench Agreement or as a result of Charter's relocation work.

5. **Change Orders**

5.1. Any change order must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

5.2. Any change requested by Charter to be performed by the City will be submitted to the City's Inspector, who will submit the request to the Contractor to obtain a reasonable price from the Contractor to perform the work. The City will notify Charter of the price. Charter will have five (5) business days after being notified of the price to respond and confirm or revise the requested change and authorize any

confirmed change in work and cost.

5.3. Charter will reimburse the City for its share of negotiated costs associated with any change, including associated Project administration, management, engineering and inspection costs. Charter will not pay for any share of additional expenses incurred to the extent due to approved change requests from other utilities and/or the City.

6. Schedule.

The City's Contractor will be responsible for planning and scheduling its work and the City will require the Contractor to submit a progress schedule, showing the dates, location, and extent of work, to the City and Charter prior to beginning construction activities. Time is of the essence for this Project, and delays are likely to become the cause of a claim for delay damages.

7. Indemnification.

7.1. The City shall defend, indemnify and hold harmless Charter, its directors, officers, officials, employees and agents from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable legal costs and reasonable attorney fees), caused by or arising out of any acts or omissions by the City in its performance under this Agreement, and each of its respective directors, officers, officials, employees and agents in their performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of Charter. During the performance of such activities, the City's employees or contractors shall at all times remain employees or contractors, respectively, of the City.

7.2. Charter shall defend, indemnify and hold the City and its officers, officials, employees, volunteers and agents harmless from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable attorney fees), caused by or arising out of any acts or omissions of Charter in its performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the City. This indemnification shall specifically include any delay claims from the City's Contractor directly due to the negligent or intentional acts or omissions of Charter occurring after execution of this Agreement. During the performance of such activities, Charter's employees or contractors shall at all times remain employees or contractors, respectively, of Charter.

7.3. In the event of claims or liabilities arising out of injury or damages caused by or resulting from the concurrent negligence of the Parties involved in the Joint Trench or the Project, such Party's liability hereunder, including the duty and cost to defend, shall be limited only to the extent of its own negligence.

7.4. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Charter and the City, its officers, officials, employees, and volunteers, Charter's liability, including the duty and cost to defend, hereunder shall be only to the extent of Charter's negligence. It is further specifically and expressly understood that the indemnification provisions herein constitute each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of these indemnification provisions. The parties acknowledge they have mutually negotiated this waiver. The foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees. The provisions of this section shall survive the expiration or termination of this Agreement.

7.5. EXCEPT TO THE EXTENT OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, COMMERCIAL LOSS AND LOST PROFITS OR DOWN TIME COST, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, DIRECTLY OR INDIRECTLY, ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance.

8.1. The City agrees to require the City's Contractor to secure and maintain insurance coverages that are consistent with state law and federal funding requirements. Each Party agrees to secure and maintain, and the City shall cause Contractor to secure and maintain, insurance in amounts not less than those specified below:

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of work performed under this Agreement for which the insured party is responsible hereunder and including coverage for premises- operation product/completed operations and contractual liability coverage, which shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage. The limits of insurance shall not be less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

(3) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement with limits of at least \$1,000,000 each accident.

8.2. Each party shall assume all property loss or damage from any cause whatsoever to any of their respective tools, employee owned tools, machinery, equipment, any motor vehicles owned or rented, including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement unless caused by the negligent act, omission or willful misconduct of the other party. The Parties shall require their agents and subcontractors to also assume the same property loss or damage as required under this paragraph (b) for their property.

8.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

8.4. **Verification of Coverage.** Charter shall furnish the City with certificates and a copy of the amendatory endorsements or provisions, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Charter before commencement of the work. Upon request, the City shall provide evidence of coverage in accordance with this section 13.

8.5. **Contractors.** Each of the parties hereto shall furnish separate certificates and endorsements for each of its contractors and subcontractor performing work associated with this Agreement. All coverages for contractors and subcontractors shall be subject to all of same insurance requirements as stated herein for Charter.

8.6. **Notice of Cancellation.** Charter shall promptly provide the City with written notice of any policy cancellation, but in any event within no less than five (5) business days of their receipt of such notice.

8.7. **Failure to Maintain Insurance.** Failure on the part of Charter to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to Charter to correct the breach, or immediately terminate the contract.

9. Term and Termination.

9.1. This Agreement shall take effect on the Effective Date, and shall continue in force until Dec. 31, 2022, or the date on which the Parties have performed all obligations under this Agreement, whichever occurs first. This Agreement may be extended by mutual written consent of the Parties.

9.2. The City may terminate this Agreement for its convenience upon ten (10) days written notice to Charter.

9.3. If Charter terminates all or part of this Agreement, the City shall determine the amount of Joint Trench Work satisfactorily performed to the date of termination and the amount owing to the City. In determining the amount to be paid to the City for partial performance of the Joint Trench work, Charter shall consider the actual costs incurred by the City in performing the Joint Trench work to the date of termination, the amount of Joint Trench work originally required that was satisfactorily completed to the date of termination, and other relevant factors. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments, including damages for delay of the Joint Trench and the Project.

9.4. If the either Party terminates all or part of this Agreement for the other Party's default, the moving Party may complete the non-moving Party's work, or any portion thereof, at the moving Party's sole discretion, by contract or otherwise, and the non-moving Party shall be liable to the moving Party for any additional costs incurred by the moving Party. "Additional Costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by moving Party in connection with the non-moving Party's work, the termination of the non-moving Party and delay on the Joint Trench Project or Gateway Project as a result of the non-moving Party's default.

10. Relationship of the Parties.

10.1. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

10.2. Any person who performs services required by this Agreement to be performed by a party will be solely the employee or agent of that party. Each party is solely responsible for (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state, and local rules and regulations including those governing safety at the Project site, Worker's Compensation, Unemployment, Disability Insurance, and Social Security withholding for its employees and agents; and (c) all federal income taxes for its income derived in connection with this Agreement.

11. Notices.

All notices will be in writing and will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the Parties as specified below:

Charter Communications

With a copy to:

City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98026
Attn: City Manager

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

12. Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be as set forth in Section 14, and subsequently as available only through the jurisdiction, venue and rules of the Kittitas County Superior Court, Kittitas County, Washington. If any legal action or other proceedings is brought for a breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

13. Default.

Neither Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of fifteen (15) calendar days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the fifteen (15) day period, then the defaulting Party shall initiate reasonable actions to cure within the fifteen (15) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently prosecutes such cure to completion.

14. Dispute Resolution.

It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective

manner. All disputes arising out of or relating to this Agreement shall be resolved as follows:

14.1. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute, in good faith, within ten (10) days after a Party's request for such a meeting. Each Party shall send to the meeting at least one representative with factual and technical information or expertise related to the dispute.

14.2. Mediation. If the Parties cannot resolve the issue within ten (10) days then they shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other mediation service mutually agreed to by the Parties, or as appointed by the court if the Parties cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to Section 14.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

14.3. Other Resolution. Except as otherwise specified in this Agreement, in the event the dispute is not resolved by mediation under Subsection 14.2 above, the Parties are free to file suit, seek any available legal remedy. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

15. Franchise Incorporated and Prevails.

This Agreement does not modify the rights and obligations of the Franchise granted to Charter by City of Ellensburg Ordinance Nos. 4662.

16. Force Majeure.

Both Parties shall be excused from performance of their respective obligations under this Agreement (and such nonperformance will not constitute a breach of this Agreement) if prevented by acts or events beyond the parties reasonable control including but not limited to extreme weather conditions, strikes, pandemics, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities of the government of the United States or of any state or political subdivision thereof ("Force Majeure Event(s)"). Each Party agrees to promptly notify the other Party if and when the nonperforming party's performance is delayed by a Force Majeure Event, and both Parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

17. Assignment.

Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Charter may assign this Agreement (i) to any affiliate or (ii) in connection with the sale of any cable system or sale of substantially all of the business or assets of Charter, in each case, to which the Project relates.

18. Entire Agreement, Modification.

This Agreement, including all Attachments and all specified references, contains the entire agreement between the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument

executed by the Parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the Parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the Parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

19. Third Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

20. Binding.

The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

21. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Agreement.

22. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

23. Authority.

By their signatures below, each party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

CHARTER:

CITY:

By:



By:

Printed Name:



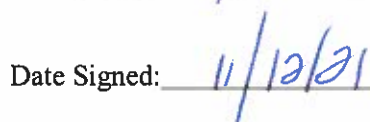
Printed Name:

Title:



Title:

Date Signed:



Date Signed:

ATTACHMENT A

CHARTER's Pro-rata Costs

Exhibit A

13-Jan-22

Gateway Project - Charter Communications Conduit Installation
 Charter Communications is responsible for pulling in fiber and connecting existing customers after installation of underground conduit system prior to the demolition of the existing overhead facilities, in conjunction with City Light, City Telecom, and other relocation efforts in this corridor)

No.	Item	Unit	Qty.	Unit Price	Total	Original Estimate
1	Mobilization	LS	1	\$6,800.00	\$6,800.00	20,000
2	Trench Excavation, Bedding, and Backfill	LF	1600	\$12.00	\$19,200.00	57,600
3	2" Conduit	LF	9600	\$0.85	\$8,160.00	
4	2" Conduit Placement		9600	\$0.89	\$8,544.00	
5	Pedestals or Handhold (traffic rated)	EA	28	\$904.93	\$25,338.04	
6	Pedestals or Handhold Placement		28	\$114.50	\$3,206.00	
7	Misc. Restoration	LS	1	\$5,000.00	\$5,000.00	15,000
8	University Way Crossing	EA	1	\$2,500.00	\$2,500.00	7,500

Total:	\$78,748.04
Contingency (20%):	\$15,749.61
<u>Sales Tax (8.3%)</u>	<u>\$6,536.09</u>

Grand Total:	\$101,033.74
---------------------	---------------------

JOINT UTILITY TRENCH CONSTRUCTION AGREEMENT

Between Consolidated Communications and the City of Ellensburg

City of Ellensburg Agreement No. 2021-__

THIS AGREEMENT ("Agreement"), effective as of the date last signed below (the "Effective Date"), is made by and between the City of Ellensburg a Washington Municipal Corporation ("the "City"), and Consolidated Communications of Washington Company, LLC, and Consolidated Communications Enterprise Services, Inc., with a principle place of business at 2116 South 17th St., Mattoon, IL 61938 (collectively "Consolidated") (individually a "Party" and collectively, "the Parties"). The Attachments referred to herein are incorporated by this reference.

RECITALS

Whereas, the City is making improvements to the City's rights-of-way along University Way, between Wenas Street and Whiskey Creek, as part of the Gateway Improvements Project ("Project") within the corporate boundaries of the City; and

Whereas, Consolidated provides cable and telecommunication services in the City; and

Whereas, the Project includes relocation of facilities that are currently located along the corridor and owned by Consolidated and other utility service providers including Charter Communications, Bonneville Power, and City Utilities (water, sewer, storm, natural gas, power, and telecommunications). All of these utility services are to be relocated as part of the Project ("Relocation"); and

Whereas, the City has developed Plans, Specifications, and Estimates ("PS&E") for the Project; and

Whereas, the Relocation requires trenching within the right-of-way and the Parties recognize the efficiencies of entering into an agreement whereby one trench will be dug so that all of the Parties can relocate their facilities into one trench (the "Joint Trench"); and

Whereas, Consolidated desires to secure the services of the City to locate and incorporate Consolidated's existing conduit and utility vaults ("Consolidated Facilities") within the Joint Trench ("Work") and Consolidated desires to cooperate in the planning, engineering, design and other work associated with completion of the Joint Trench and the Work.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

AGREEMENT

1. Project Description.

The Joint Trench will be placed in the City's right-of-way along University Way, between Wenas Street and Whiskey Creek, as set forth in the PS&E. The Relocation is approximately 4,300 lineal feet in length along the Project route and includes facilities extended to those side streets and to properties included and as shown in the PS&E. The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including as a minimum, the City, Consolidated, Charter Communications, and Bonneville Power. The City will enter into a contract that includes construction of

the Project, including the Joint Trench and the Work.

2. Performance of Work.

2.1. The City, acting through the successful bidder ("Contractor"), will perform and complete the Joint Trench and the Work in accordance with the PS&E, the City's Public Works Standards and all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights-of-way in which the Work is to be performed. As one of the first orders of work to be required, the Contractor will develop a construction schedule for the Project in sufficient detail to allow the City and Consolidated to understand timeframes for completion of the Project, the Relocation, the Joint Trench and the Work.

2.2. To the extent that performance of the Work requires the installation of any materials that would not be needed but for Consolidated's participation in the Project, Consolidated will arrange for the purchase and delivery of such materials to the Contractor. Specific materials to be purchased and delivered by Consolidated are defined in the PS&E.

3. Responsibility of Parties to complete the Work.

3.1. City Responsibilities

3.1.1. *Contractor Duties.* The City will cause the Contractor to excavate the Joint Trench, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the Joint Trench, and perform any restoration required by the City within the right-of-way. The City and/or Contractor will exercise reasonable care in the performance of the Work, and will install Consolidated's Facilities in accordance with written requirements and drawings provided in the PS&E. The City will provide all traffic control required for the Work.

3.1.2. *Notice of Materials Required.* The City will provide Consolidated notice, not less than ten (10) working days prior to the required delivery date, requesting delivery of necessary conduits and vaults and all related materials that the Contractor reasonably requires to install the Joint Trench and Consolidated Facilities.

3.1.3. *Plan Discrepancies.* If there is any discrepancy between the City's and the Consolidated's Plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

3.2. Consolidated Responsibilities.

3.2.1. *Provision of Work, Materials, and Equipment.* All work and equipment described in this section as Consolidated responsibilities shall be provided by Consolidated in the manner and timeframe described herein at Consolidated's sole cost and expense.

3.2.2. *Specifications.* Consolidated shall provide to the City engineering drawings, specifications, construction standards, and quantities for relocating its facilities. The drawings shall show in sufficient detail the quantity, and size of the conduits and vaults to be used by Consolidated for its facilities.

3.2.3. *Coordination.* Consolidated shall maintain continued coordination with the City regarding installation of Consolidated's facilities. This coordination will include, but not be limited

to the following:

3.2.3.1. The Contractor shall develop a schedule that accurately depicts how the Contractor plans to complete the Project, including the Relocation and the Work. Consolidated will be responsible for coordinating its work to meet this Project schedule.

3.2.3.2. A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from Consolidated will attend each meeting and provide weekly progress reports. The Consolidated representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with this Section 3.2.

3.2.3.3. Consolidated shall furnish all materials required for the installation of Consolidated's Facilities not less than ten (10) working days prior to the date that the work is scheduled to begin, as discussed in the weekly meeting, provided that the City gives Consolidated notice in accordance with Section 3.1.2. The City will provide a reasonable location to Consolidated to which the materials will be delivered. Materials provided shall have certification of materials origins as may be required for products that meet applicable provisions of Buy America Act as administered by the Federal Highways Administration (FHWA) and or the Federal Transit Administration (FTA).

3.2.3.4. Consolidated shall pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Consolidated Facilities in the Joint Trench.

3.2.3.5. Consolidated and the City shall each provide an inspector on-site, on twenty-four (24) hours' notice, to inspect and accept the installation of all vault and conduit installation work. Consolidated's inspector will not direct the Contractor in any manner; the Consolidated inspector will communicate all requests in writing to the City's inspector.

3.2.3.6. Once sections of Consolidated Facilities are installed by the City and accepted by Consolidated (which acceptance shall not be unreasonably withheld), Consolidated shall complete installation of its own conductors and equipment and perform cut-over and transfer of existing customers and facilities to the new underground system, and will remove all existing facilities that are no longer in use. This will be done in a manner that does not delay or otherwise impact progress of construction of the Project. Consolidated's responsibilities will include, but not be limited to, furnishing and installing its own cables, conductors, electrical equipment, and temporary utility poles; conversion to underground facilities; and for the removal of its facilities and other equipment no longer needed as a result of the Relocation.

3.2.4. *Traffic Control.* Consolidated or its contractor will provide traffic control when Consolidated or its contractor is installing its new underground cabling and splicing or performing overhead construction and removing its existing overhead facilities. Traffic control plans to be utilized by Consolidated or its contractor will be coordinated with traffic control established for the Project.

3.2.5. *Installation Not in Right-of-Way.* The installation of any Consolidated facilities not in the City's rights-of-way, including but not limited to cable, conduit, and pedestals, will be the sole responsibility of Consolidated. Consolidated will be solely responsible for coordinating any such work with private property owners on whose property the facilities will be located. The Project will not provide for any construction outside of the City's rights-of-way. Coordination of work, and

payment for necessary permits from the City, as applicable, easements or agreements from private property owners, is the responsibility of Consolidated and shall be done in a manner so as not to delay or otherwise impact the construction of the Project.

4. Compensation.

4.1. *Estimate of Consolidated's Costs.* Consolidated agrees to pay the City its portion of the Project costs, which are those costs actually incurred by the City in connection with the Work and reasonably attributed to the Consolidated Facilities; including such amounts paid by the City to its Contractor for design, planning, construction, labor, materials and other costs of the Work. For planning purposes, an estimate of the costs to be reimbursed by Consolidated to the City for the Work is included as Attachment A to this Agreement. This compensation covers a pro rata share of certain costs and the pro rata share formula is set forth in Attachment A. Preliminary costs will be agreed upon prior to construction. Costs will be finalized after completion of construction and will be subject to final review and approval by Consolidated, which approval shall not be unreasonably withheld. Consolidated agrees to pay the City for its portion of the actual construction costs approved by Consolidated based on the pro rata share formula set forth in Attachment A.

4.2. *Share of additional expenses.* Consolidated shall pay its proportionate share of any reasonable, additional expenses incurred by the City to complete the Work, including Consolidated's prorated share of the City's Project administration, management, engineering and inspection costs associated with the Work, provided such additional expenses are mutually agreed upon by the Parties in writing, prior to such additional expenses being incurred.

4.3. *Claims by Contractor.* Consolidated agrees to pay the proportionate share of any additional costs of any claims made by the City's Contractor that are caused by Consolidated's actions or omissions. These claims may include but are not limited to delays caused by Consolidated installing their facilities, delays caused by Consolidated receiving their materials, or any other conflicts between the City's Contractor and Consolidated. These claims must be verifiable or substantiated claims.

4.4. *Invoice.* Consolidated agrees to pay all uncontested amounts to the City within thirty (30) days of being invoiced by the City.

4.5. *Withdrawal from Agreement.* Should Consolidated elect not to participate in the Joint Trench, Consolidated shall notify the City in writing as soon as practicable after such decision is made. In the event Consolidated does withdraw from this Agreement, Consolidated shall relocate its facilities identified as needing to be relocated in the Project at least thirty days prior to the City's notice to proceed to the Contractor. Consolidated shall coordinate Consolidated's Work with other utility companies. This coordination may include the stacking of conduits with another utility, locating conduits below or around other vaults, and placement of vaults around other conduits. Consolidated's new facilities must be permitted and approved by the City, and construction of these facilities shall be planned in a manner that does not cause any unreasonable delay to the City's Contractor work. Consolidated shall be held liable for any and all actual damages attributable to Consolidated's withdrawal from this Joint Trench Agreement or as a result of Consolidated's relocation work.

5. Change Orders

5.1. Any change order must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

5.2. Any change requested by Consolidated to be performed by the City will be submitted to the

City's Inspector, who will submit the request to the Contractor to obtain a reasonable price from the Contractor to perform the work. The City will notify Consolidated of the price. Consolidated will have five (5) business days after being notified of the price to respond and confirm or revise the requested change and authorize any confirmed change in work and cost.

5.3. Consolidated will reimburse the City for its share of negotiated costs associated with any change, including associated Project administration, management, engineering and inspection costs. Consolidated will not pay for any share of additional expenses incurred to the extent due to approved change requests from other utilities and/or the City.

6. Schedule.

The City's Contractor will be responsible for planning and scheduling its work and the City will require the Contractor to submit a progress schedule, showing the dates, location, and extent of work, to the City and Consolidated prior to beginning construction activities. Time is of the essence for this Project, and delays are likely to become the cause of a claim for delay damages.

7. Indemnification.

7.1. The City shall defend, indemnify and hold harmless Consolidated, its directors, officers, officials, employees and agents from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable legal costs and reasonable attorney fees), caused by or arising out of any acts or omissions by the City in its performance under this Agreement, and each of its respective directors, officers, officials, employees and agents in their performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of Consolidated. During the performance of such activities, the City's employees or contractors shall at all times remain employees or contractors, respectively, of the City.

7.2. Consolidated shall defend, indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable attorney fees), caused by or arising out of any acts or omissions of Consolidated in its performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the City. This indemnification shall specifically include any delay claims from the City's Contractor directly due to the negligent or intentional acts or omissions of Consolidated occurring after execution of this Agreement. During the performance of such activities, Consolidated's employees or contractors shall at all times remain employees or contractors, respectively, of Consolidated.

7.3. In the event of claims or liabilities arising out of injury or damages caused by or resulting from the concurrent negligence of the Parties involved in the Joint Trench or the Project, such Party's liability hereunder, including the duty and cost to defend, shall be limited only to the extent of its own negligence.

7.4. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consolidated and the City, its officers, officials, employees, and volunteers, Consolidated's liability, including the duty and cost to defend, hereunder shall be only to the extent of Consolidated's negligence. It is further specifically and expressly understood that the indemnification provisions herein constitute each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of these indemnification provisions. The parties acknowledge they have mutually negotiated this waiver. The

foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees. The provisions of this section shall survive the expiration or termination of this Agreement.

7.5. EXCEPT TO THE EXTENT OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, COMMERCIAL LOSS AND LOST PROFITS OR DOWN TIME COST, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, DIRECTLY OR INDIRECTLY, ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance.

8.1. The City agrees to require the City's Contractor to secure and maintain insurance coverages that are consistent with state law and federal funding requirements. Each Party agrees to secure and maintain, and the City shall cause Contractor to secure and maintain, insurance in amounts not less than those specified below:

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of work performed under this Agreement for which the insured party is responsible hereunder and including coverage for premises- operation product/completed operations and contractual liability coverage, which shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage. The limits of insurance shall not be less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

(3) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement with limits of at least \$1,000,000 each accident.

8.2. Each party shall assume all property loss or damage from any cause whatsoever to any of their respective tools, employee owned tools, machinery, equipment, any motor vehicles owned or rented, including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement unless caused by the negligent act, omission or willful misconduct of the

other party. The Parties shall require their agents and subcontractors to also assume the same property loss or damage as required under this paragraph (b) for their property.

8.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

8.4. Verification of Coverage. Consolidated shall furnish the City with certificates and a copy of the amendatory endorsements or provisions, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Consolidated before commencement of the work. Upon request, the City shall provide evidence of coverage in accordance with this section 13.

8.5. Contractors. Each of the parties hereto shall furnish separate certificates and endorsements for each of its contractors and subcontractor performing work associated with this Agreement. All coverages for contractors and subcontractors shall be subject to all of same insurance requirements as stated herein for Consolidated.

8.6. Notice of Cancellation. Consolidated shall promptly provide the City with written notice of any policy cancellation, but in any event within no less than ten (10) business days of their receipt of such notice.

8.7. Failure to Maintain Insurance. Failure on the part of Consolidated to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving ten business days' notice to Consolidated to correct the breach, or immediately terminate the contract.

9. Term and Termination.

9.1. This Agreement shall take effect on the Effective Date, and shall continue in force until Dec. 31, 2022, or the date on which the Parties have performed all obligations under this Agreement, whichever occurs first. This Agreement may be extended by mutual written consent of the Parties.

9.2. Either Party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other Party.

9.3. If Consolidated terminates all or part of this Agreement, the City shall determine the amount of Joint Trench Work satisfactorily performed to the date of termination and the amount owing to the City. In determining the amount to be paid to the City for partial performance of the Joint Trench work, Consolidated shall consider the actual costs incurred by the City in performing the Joint Trench work to the date of termination, the amount of Joint Trench work originally required that was satisfactorily completed to the date of termination, and other relevant factors. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments, including damages for delay of the Joint Trench and the Project.

9.4. If the either Party terminates all or part of this Agreement for the other Party's default, the moving Party may complete the non-moving Party's work, or any portion thereof, at the moving Party's sole discretion, by contract or otherwise, and the non-moving Party shall be liable to the moving Party for any additional costs incurred by the moving Party. "Additional Costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by moving Party in connection with the non-moving Party's work, the termination of the non-moving Party and delay on the Joint Trench Project or Gateway Project as a result of the non-moving Party's default.

10. Relationship of the Parties.

10.1. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

10.2. Any person who performs services required by this Agreement to be performed by a party will be solely the employee or agent of that party. Each party is solely responsible for (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state, and local rules and regulations including those governing safety at the Project site, Worker's Compensation, Unemployment, Disability Insurance, and Social Security withholding for its employees and agents; and (c) all federal income taxes for its income derived in connection with this Agreement.

11. Notices.

All notices will be in writing and will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the Parties as specified below:

Consolidated Communications
2116 South 17th St.
Mattoon, IL 61938
Attn: Contract Department

With a copy to:

Consolidated Communications
208 W 3rd Ave
Ellensburg, WA 98926
Attn: Operations Manager

City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98026
Attn: City Manager

Either party may change the above addresses to which notices are sent by giving written notice of such change to the other party in accordance with the provisions of this Section.

12. Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be as set forth in Section 14, and subsequently as available only through the jurisdiction, venue and rules of the Kittitas County Superior Court, Kittitas County, Washington. If any legal action or other proceedings is brought for a breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

13. Default.

Neither Party shall be in default under this Agreement unless it has failed to perform under this

Agreement for a period of fifteen (15) calendar days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the fifteen (15) day period, then the defaulting Party shall initiate reasonable actions to cure within the fifteen (15) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently prosecutes such cure to completion.

14. Dispute Resolution.

It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner. All disputes arising out of or relating to this Agreement shall be resolved as follows:

14.1. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute, in good faith, within ten (10) days after a Party's request for such a meeting. Each Party shall send to the meeting at least one representative with factual and technical information or expertise related to the dispute.

14.2. Mediation. If the Parties cannot resolve the issue within ten (10) days then they shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other mediation service mutually agreed to by the Parties, or as appointed by the court if the Parties cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to Section 14.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

14.3. Other Resolution. Except as otherwise specified in this Agreement, in the event the dispute is not resolved by mediation under Subsection 14.2 above, the Parties are free to file suit, seek any available legal remedy. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

15. Force Majeure.

Both Parties shall be excused from performance of their respective obligations under this Agreement (and such nonperformance will not constitute a breach of this Agreement) if prevented by acts or events beyond the parties reasonable control including but not limited to extreme weather conditions, strikes, pandemics, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities of the government of the United States or of any state or political subdivision thereof ("Force Majeure Event(s)"). Each Party agrees to promptly notify the other Party if and when the nonperforming party's performance is delayed by a Force Majeure Event, and both Parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

16. Assignment.

Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Consolidated may assign this Agreement (i) to any affiliate or (ii) in connection with the sale of any cable system or sale of substantially all of the business or assets of Consolidated, in each case, to which the Project relates.

17. Entire Agreement, Modification.

This Agreement, including all Attachments and all specified references, contains the entire agreement between the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by the Parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the Parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the Parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

18. Third Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

19. Binding.

The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

20. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Agreement.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

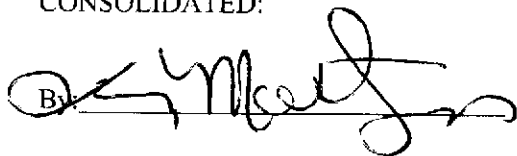
22. Authority.

By their signatures below, each party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

CONSOLIDATED:

CITY:

By: 

By: _____

Printed Name: LARRY MONTGOMERY Printed Name: _____

Title: SENIOR MGR

Date Signed: 10/27/21

Title: _____

Date Signed: _____

ATTACHMENT A

CONSOLIDATED's Approximate pro-rata costs

[attached]

{EFM2494165.DOCX;4/13093.000001/}

Exhibit A

13-Jan-22

Gateway Project - Consolidated Communications Conduit Installation

Consolidated Communications is responsible for pulling in fiber and connecting existing customers after installation of underground conduit system prior to the demolition of the existing overhead facilities, in conjunction with City Light, City Telecom, and other relocation efforts in this corridor.

No.	Item	Unit	Qty.	Unit Price	Total
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Trench Excavation, Bedding, and Backfill	LF	4800	\$12.00	\$57,600.00
3	2" Conduit	LF	9600	\$6.50	\$62,400.00
4	Pedestals or Handhold	EA	10	\$750.00	\$7,500.00
5	Misc. Restoration	LS	1	\$15,000.00	\$15,000.00
6	University Way Crossing	EA	1	\$7,500.00	\$7,500.00

Total:	\$170,000.00
Contingency (20%):	\$34,000.00
<u>Sales Tax (8.3%)</u>	<u>\$14,110.00</u>

Grand Total:	\$218,110.00
---------------------	---------------------

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On 10/27/2021 before me, Daniel Hendrich Notary Public
(here insert name and title of the officer)

personally appeared Larry Montgomery

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dan Hendrich



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Joint Utility Trench Construction Agreement containing 11 pages, and dated 10/27/2021.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s)

Senior Manager
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

Ellensburg Utility Advisory Committee
Telecommunication Issues and Updates
February 17th, 2022

- The City Telecom Utility Broadband Feasibility Study Session is scheduled for February 22nd at 6pm. NoaNet will be presenting and facilitating discussions.



AGENDA REPORT

Meeting Date:	February 17, 2022
Agenda Subject:	Natural Gas Rebate Program Modifications
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Staff recommends the Utility Advisory Committee (UAC) approve modifying the smart thermostat rebates to follow the Bonneville Power Administration (BPA) program and approve the addition of a pilot rebate for natural gas furnace filters.
Background/Summary:	The natural gas rebate program is reviewed annually by staff and the UAC, with new potential updates being brought up throughout the year as necessary. The 2022 rebate program is underway according to the guidance of the UAC and includes a smart thermostat rebate and an appliance energy efficiency upgrade rebate.
Previous Council Action:	At the October 2021 UAC Meeting, the UAC approved the modified program for the 2022 calendar year.
Analysis:	<u>Recommended Program Update #1:</u> The current smart thermostat rebate is managed by the City Gas Division and is set at an amount of \$100. The qualifying thermostats are in accordance with the BPA's Qualified Product List. In addition to using the BPA's QPL, staff would like to match the rebate amount with that of the BPA. By doing this, the City would be able to set up a rebate site similar to the existing Heat Pump Water Heaters. This new set up would take the rebate application out of the equation, freeing up staff time and making the process even easier for customers. <u>Recommended Program Update #2:</u> In January at a weekly Gas Division meeting, it was brought up that during leak call-outs, furnace relights, and other appointments regarding gas furnaces, our journeyman consistently see that homeowners have dirty furnace filters. The conclusion was that it felt like a typical homeowner does not understand the potential issues that can cause and may not even know that they need to be changed.

Not changing furnace filters regularly is a safety concern and also greatly reduces the efficiency of the appliance. Some of the concerns caused by dirty furnace filters are:

- It can cause damage to the heat exchanger
- Higher heating bills
- Reduced indoor air quality
- It can cause the furnace to shut down
- Loss in efficiency of unit
- Restricted air flow
- Inconsistent temperature control resulting in short cycling

In response to this concern and discussion, staff would like to propose a rebate for furnace filters. The hope is that this rebate will increase customer safety, increase appliance efficiency, and bring more awareness to homeowner furnace maintenance.

The rebate would require a Minimum Efficiency Reporting Value (MERV) of 11 or greater to qualify. The MERV Value is a furnace filter rating system. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) designed the MERV rating system with ratings ranging from 1 to 16. As the numerical rating increases, so does the filters ability to trap smaller and smaller airborne contaminants. Here is a table giving a brief breakdown of the MERV ranges:

RATING	LEVEL	EFFICIENCY	NOTES
1-4	Budget	Minimum IAQ Impact	Inexpensive
5-8	Good	General Filtration	Common & Effective
9-12	Better	Filters Most Small Particulates	For Pets & Allergies
13-16	Best	Traps Smallest Particulates	Max Filtration, Expensive

Staff's recommended proposal for this rebate would be the following:

1. Must be a City Natural Gas Customer with a natural gas furnace

2. Rebate is limited to a One-Time purchase, Once per calendar year, One person customer
3. Purchased filters must be a MERV 11 or higher
4. Must provide proof of purchase
5. Upon successful application, customer can receive a 50% rebate up to \$50.

Financial Impact:

The proposed modification of the smart thermostat rebate and addition of a natural gas furnace filter rebate are not anticipated to have an affect on the overall Gas Division conservation budget. With the reduction of two rebates from the 2021 calendar year, it is expected that the budget will be more than adequate for these program alterations.



AGENDA REPORT

Meeting Date:	February 17, 2022
Agenda Subject:	Consultant Agreement - General Sewer System Plan Update and the Aeration System Improvements Pre-Design
Submitted by:	Derek Mayo Public Works & Utilities
Recommended Action or Motion:	Staff recommends a favorable recommendation to City Council that authorizes the Mayor to sign the attached professional services agreement with Kennedy Jenks Consultants, Inc. to update to the General Sewer Plan and complete the Aeration System Improvements Pre-Design phase.
Background/Summary:	The City of Ellensburg is due for an update of the City's General Sewer System Plan (GSP). This GSP will include a complete evaluation (current year and 20 years in the future) of our Waste Water Treatment Facility and our Sewer Collection Systems to plan future needed capital improvements, and necessary maintenance/operation projects or improvements. In addition, the City has budgeted for the design of an Aeration System Improvements, which tie into the GSP's thorough evaluation of the WWTF. City staff has negotiated a contract with Kennedy Jenks Consultants, Inc. to complete the 2022 General Sewer System Plan and the pre-design and evaluation of the Aeration System Improvements at the WWTF. Staff is requesting the UAC to provide a favorable recommendation to City Council for award of this agreement.
Previous Council Action:	None.
Analysis:	Staff solicited interest from consulting firms for the GSP and Aeration System Improvements Design project and received Statements of Qualifications from five consulting firms. Staff

evaluated and rated the top three firms to interview. City staff then conducted the interviews and based on the established rating criteria selected Kennedy Jenks Consultants, Inc. to complete the work. Staff has negotiated the proposed Consultant Agreement for consideration.

Financial Impact:

The 2021/2022 Sewer Budget includes \$250,000 for the GSP update and \$350,000 to begin the design of the Aeration System Replacement or Pre-Design, for a combined \$600,000 in the sewer budget. The proposed consultant agreement includes a not to exceed amount of \$262,150 for the GSP and \$121,392 for the Aeration System Pre-Design, for a total contract amount of \$383,542, which is below the amount budgeted for the two combined projects. Please note, a final design contract for the Aeration System Improvements will be needed after the Pre-Design phase provides the final recommendation on which Aeration System process is best suited moving forward.

Attachments:

[~Consultant Agreement with Exhibits.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
KENNEDY/JENKS CONSULTANTS, INC.**

RELATING TO: General Sewer Plan/Aeration System Improvements

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and Kennedy/Jenks Consultants, Inc. a corporation of the State of California authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the General Sewer Plan/Aeration System Improvements project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2023. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the

Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (\$0). This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$383,542. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the

State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the

establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in

any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

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

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance

and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancelation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of _____
Attention: _____
501 N. Anderson
Ellensburg, WA 98926

Kennedy/Jenks Consultants, Inc.
32001 32nd Ave S, Suite 100

Federal Way, WA 98001

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work Projects 1 & 2

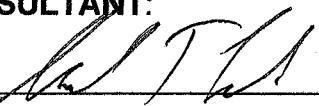
Exhibit B – Schedule for the Work

Exhibit C – Fee Schedule

Exhibit D – Task Budget

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

CONSULTANT:

By: 

Printed
Name: MICHAEL LUBOVICH

Title: OPERATIONS MANAGER

Tax ID#: 94-2147007

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A SCOPE OF SERVICES

Project Title: City of Ellensburg General Sewer Plan Update – Project 1

Background

The City of Ellensburg (City) wishes to update their General Sewer Plan (GSP) to identify, outline, and program collection system and wastewater treatment facility (WWTF) improvements for the next 20 years. The GSP will be developed in accordance with the requirements in the Washington State Administrative Code (WAC) section 173-240-050 and submitted to the Washington State Department of Ecology (Ecology) for approval. The City has also identified improvements to their aeration system which require an Engineering Report and subsequent final design.

The City selected Kennedy Jenks (Consultant) to develop the GSP and aeration system improvements.

- Project 1: General Sewer Plan Update
- Project 2: Aeration System Improvements

This initial scope of work consists of Engineering Services to perform Project 1 – General Sewer Plan Update. The Project 2 scope, schedule and fee will be developed separately and will be based, in part, on the findings and recommendations of Project 1.

Project 1 – General Sewer Plan Update

Consultant will develop a GSP Update for submission and approval by Ecology. The GSP will look at improvements across the entirety of the City's wastewater system, including the collections system and the WWTF for a 20-year period beginning from 2022 to 2042.

Task 100 – Meetings and Workshops**Sub-Task 101: Meetings***Consultant Services:***City Kickoff Meeting**

Prepare for, attend, and facilitate a virtual kick-off meeting with City and design team members. The meeting is anticipated to have a 4-hour duration and will be attended by up to 3 design team members.

Client stakeholders, planned roles and responsibilities, project scope, schedule, budget, project controls processes, deliverables, workshops, key deliverable dates and milestones, and key technical issues shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

BRVA Results Meeting

Prepare for, attend, and facilitate a virtual BRVA Results Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

Collection System Analysis Review Meeting

Prepare for, attend, and facilitate a virtual Collection System Review Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

Results of Collection System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

WWTF System Analysis Review Meeting

Prepare for, attend, and facilitate a virtual WWTF System Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Results of WWTF System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Improvement Alternatives Analysis Meeting

Prepare for, attend, and facilitate a virtual Improvement Alternatives Analysis Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Improvement Alternatives shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Capital Improvement Plan Review Meeting

Prepare for, attend, and facilitate a virtual Capital Improvement Plan Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff. Proposed Capital Improvement Plan shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

General Sewer Plan Draft Review Meeting

Prepare for, attend, and facilitate a virtual General Sewer Plan Draft Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

The Draft General Sewer Plan shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

BRVA Workshops

Prepare for, attend, and facilitate four virtual (4) Business Risk and Vulnerability Assessment Workshops with City staff and design team members. Each workshop is anticipated to have a 4-hour duration and will be attended by up to 4 design team members.

City Responsibilities:

- Provide for City staff participation in all meetings and workshop. In addition to having the WRF Foreperson and City Project Manager at each meeting/workshop, we request the following City staff:
 - WRF Operations and Maintenance staff at BRVA Workshops
- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

Assumptions:

- All meetings will be conducted virtually.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

Task 200 – General Sewer Plan

This task will include data collection, system analysis, inspection and field work, engineering analysis and recommendations, financial analysis, and a capital improvement plan development which will be used to prepare a general sewer plan (Plan) in accordance with WAC 173-240-050 for submission to Ecology.

Sub Task 201: Data Collection and Document Review

Consultant Services:

Consultant shall gather and review information provided by the City which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, WWTF performance data, as-built drawings, wastewater sampling data, existing NPDES permit, existing O&M manuals, organizational structures, previous long-range plans, and repair/replacement/maintenance history.

Consultant shall develop request for information (RFI) for a comprehensive data request to the City. After receipt of available information, Consultant shall perform a gap analysis of the collected data and develop a list of additional information needed to develop the Plan.

City Responsibilities:

- Provide information requested by Consultant to extent possible

Assumptions:

- Up to 2 RFI's for project.
- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- City will provide historical record of facility connection charges by basin (approximately 5 years of records).
- City shall provide all necessary GIS files not publicly available.
- City will provide any planned or proposed updates to the zoning map

Deliverables:

- Comprehensive information request for supplemental background data to review.

Sub Task 202: System Analysis

Consultant Services: The Consultant shall identify the planning area for the Plan, review existing population data, and identify 20-year population projections for use in the GSP. The Consultant shall also analyze existing flow data and develop a Collection System model using InfoSWMM software. The working model of the collection system will be used to perform scenario analysis to identify future capacity limitations within the collection system. The model will require calibration through the use of six (6) flowmeters distributed throughout the system for a three-month period.

The Consultant shall execute Collection System Scenario analysis to include up to six (6) scenarios to include calibration of model and the following scenarios:

- Baseflow/Annual Average (Existing, 2042)

- Peak flow (Existing, 2042)
- Peak flow (Existing, 2042) with identified improvements

The Consultant shall also develop a hydraulic model for the WWTF (Visual Hydraulics) and execute WWTF Hydraulic Analysis based upon the current plant configuration to identify hydraulic bottlenecks based on current and projected peak day and peak hour flows for the planning period.

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City's most recent Comprehensive Plan as a baseline.

Deliverables:

- WWTF and Collection system modelling results shall be summarized in the Plan.

Sub-Task 203: Inspection and Assessments

Consultant Services:

Consultant shall perform a field inspection condition of WWTF and Collection System assets. This includes the following:

Collection System

Consultant shall perform a condition and performance and pump test at up to 2 of the City's pump stations (PS). Assessments shall focus on the following asset classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA. Performance assessment shall include pump draw down testing and O&M staff interview pertaining to historical maintenance records.

Consultant shall also complete a desktop analysis of gravity sewers and force mains based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition information from the City. Condition of existing force mains and gravity sewer pipelines will be based on installation date, pipe material, and available data provided by the City. Pipe-specific condition assessments and site visits are not included for these facilities. If the City has specific pipelines that require additional assessment, Consultant can provide this service can be provided via amendment. The desktop analysis will inform the City of future CCTV inspection needs and priorities.

WWTF

Consultant shall evaluate the City's WWTF with particular focus based on risks identified during the BRVA. Consultant shall focus the assessment of assets (Liquid and Solids Process) on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation &

Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with the WWTF staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit and .

Through these assessments, Consultant shall identify process limitations, process redundancy, and flow split issues. Information from these assessments will feed into the risk mitigation solutions to be provided in subsequent tasks.

City Responsibilities:

- City shall provide access to needed records and to physical asset locations (PS and associated structures) for field assessments.
- City shall setup each PS for a pump test to facilitate an assessment by Consultant's team.
- City staff shall accompany Consultant at all Collection System locations.
- City staff shall be present during WWTF inspections.
- City will operate all equipment, as needed, to facilitate inspections.

Assumptions:

- City to provide traffic control, as necessary, for Collection System assessments.
- Consultant staff will provide their own personal protective equipment, as needed, for all site assessments.
- Collection System field inspection will occur over 8 hours during a single day and will include up to 4 Consultant staff.
- Consultant shall assess up to 2 pump stations.
- WWTF field inspection will occur over 8 hours on a single day. The inspection will include up to 3 Consultant staff.
- Collection System and WWTF field inspections will be scheduled on consecutive days.

Deliverables:

- Results of field inspections will be included in Plan.

Sub-Task 204: Risk Based Prioritization

Consultant Services:

Using the information collected from the inspection and field work Consultant shall identify remaining useful life of each system and identify assets that require near-term improvements (1-10 years). Consultant will also use this information to complete a system-level risk matrix that will serve as a decision-making and prioritization tool.

The Consultant will meet with the City to discuss the results of the risk analysis and work with the City to identify an approach to assess high-risk system assets. Approach may consist of engineered solutions, in-kind rehabilitation/replacement, or operational/maintenance management strategies.

Deliverables:

- A system level risk matrix
- A prioritized list of system assets by assessed risk

Sub-Task 205: Engineering Analysis and Recommendations

Consultant Services:

From the list of high-risk system assets identified in Sub-task 204, the Consultant will work with the City to identify engineering solutions and rehabilitation/replacement projects to serve as the basis for the Near-Term (1-10 years) Improvements identified in the Capital Improvement Plan. Lower-risk and less urgent needs will form the basis for the Mid-Long Term Improvements (10-20 years).

Near-Term Asset Improvement Assessment:

Consultant and City shall discuss preliminary solutions to the highest risk system assets during regularly held progress calls for validation and for further development. System assets identified as requiring engineering solutions will be discussed in detail during the Improvement Alternatives Analysis Workshop. During the Alternatives Analysis Workshop, the Consultant and City will discuss solutions to address key issues and mitigate identified risks for up to 6 system assets. These systems potentially include:

1. Solids System
2. Aeration System
3. Electrical System
4. Grit System
5. Collection System
6. Digester Gas System

Consultant shall provide Level 5 cost estimates based on the City's preferred solution for the 6 key issues explaining how the solution can be implemented as near-term capital improvement projects. Consultant shall review the results of the engineering analysis and recommendations with the City prior to finalizing recommendations.

Mid-Long Term Improvement Assessment:

Consultant shall provide a list of up to 6 Mid-Long Term projects to provide support to a connection fee study and rate analysis. Through this task, Consultant shall provide a project description for each asset need and provide planning level costs for each based on equipment/material quotes from vendors and past experience performing similar improvements.

SEPA Determination:

Consultant shall prepare the SEPA Checklist for the Plan in conformance with WAC 197-11-960 and City Standards. The SEPA Checklist will briefly describe the project and address the project's effect on elements of the environment, including a section for non-project actions, as outline in the Checklist. The Consultant will use project information and other available studies prepared for the project, such as the documentation prepared for the additional tasks/sub-tasks included in this proposal.

Assumptions:

- Near-term refers to high-risk asset needs that fall within the 10-year planning horizon.
- Up to 6 Near-term and 6 Mid-Long Term capital improvement projects are anticipated for this effort.
- Up to three alternatives will be evaluated for improvements to the existing WWTF treatment process.
- SEPA Checklist will be submitted to Ecology for approval as part of the Plan.
- Mid-Long Term needs as anticipated to include capacity limitations beyond the 10-year growth projection, lower-risk R/R projects, and process improvement and regulatory-driven projects that are expected to require construction of improvements beyond the 10-year planning horizon.

Deliverables:

- SEPA Checklist for Plan to City for approval.

Sub-Task 206: Financial Analysis (Sub-Consultant)*Consultant Services:*

Consultant will conduct a financial analysis to develop an implementation plan for the capital improvements identified.

City's Responsibilities:

- Attend up to two (2) virtual review meetings with Consultant and the FCS Group to go over assumptions and results of the financial analysis.

Assumptions:

- City will help facilitate analyses and reviews as noted.
- Consultant will utilize the rate work currently being performed by the FCS Group for the City's sewer utility.

Deliverables:

- Summary of and recommendations from the analysis shall be summarized in the Plan

Sub-Task 207: Capital Improvement Plan

Consultant Services:

Consultant use the results of the financial analysis and recommendations for the engineering analysis to develop an implementation plan for the near-term capital improvements identified. This Capital Improvement Plan (CIP) will aim to balance risk and financial resources. Urgent project development will provide recommendations for CIP project repairs or replacements or for modified management strategies based on evaluations to this point. Urgent asset needs will be determined to have a critical risk impact to wastewater system operations, warranting urgent action.

Deliverables:

- CIP will be included in Plan

Sub-Task 208: General Sewer Plan Development

Consultant Services:

Consultant will build on the findings from previous tasks to prepare a General Sewer Plan (Plan) that complies with WAC 173-240-050 for submission to Ecology. The plan is anticipated to be organized with the following chapters:

Chapter 1: Introduction, Purpose, and Scope
Chapter 2: Planning Area Characteristics
Chapter 3: Wastewater Characteristics
Chapter 4: Existing Wastewater Facilities
Chapter 5: Regulation and Policies
Chapter 6: Wastewater Collection System Analysis
Chapter 7: Wastewater Treatment Facility Analysis
Chapter 8: Operations and Maintenance
Chapter 9: Capital Improvement Plan
Chapter 10: Financial Analysis
Executive Summary and Appendices

Consultant shall submit a draft to the City for review. Consultant shall then review comments resulting from the City's review of the draft Plan and address and incorporate the responses

from the comments into a draft Plan for Ecology approval.

Consultant shall review comments resulting from Ecology's review of the draft Plan and prepare a response for each comment. Consultant shall address and incorporate the responses from the comments into the final Plan for Ecology approval.

City's Responsibilities:

- Timely review of draft Plan.

Assumptions:

- Ecology will take up to 3 months to review the draft Plan.
- Only one round of review comments from Ecology is anticipated.
- Comments from Ecology on the draft Plan will be minor in nature. The budget assumes up to 30 comments will be addressed. Additional comments may require additional Owner consolidation and/or budget augmentation.
- City will be the lead on the SEPA.

Deliverables:

- Draft and Final General Sewer Plan
- Responses to Ecology comments on the draft Plan in memorandum format.

Task 300 – Agency Coordination and Public Outreach

Sub-Task 301: Ecology Coordination

Consultant Services:

Consultant shall coordinate with Ecology to facilitate the review of the Plan. This will include correspondence, coordination, and up to three (3) virtual meetings:

1. Ecology Kick-off Meeting
2. Draft General Sewer Plan Review Meeting
3. Draft General Sewer Plan Comment Review Meeting

The Consultant will prepare for, attend, and facilitate the meetings with the Ecology, City staff, and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

City's Responsibilities:

- Participate in meetings with Ecology

Assumptions:

- All meeting will be conducted virtually
- Each meeting is anticipated to have a 2 hour duration and will be attended by up to 3 Consultant staff.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

Sub-Task 302: Utility Advisory Committee and City Council

Consultant Services:

Consultant shall coordinate with the Utility Advisory Committee and/or City Council to discuss the Plan. This will include two virtual General Sewer Plan progress meetings and one (1) in-person General Sewer Plan draft presentation. This will also include the development of fliers or other materials for distribution at the meetings.

City's Responsibilities:

- Schedule and participate in meetings with Utility Advisory Committee and/or City Council.

Assumptions:

- All meetings will be conducted virtually.
- Each meeting is anticipated to have a 2-hour duration and will be attended by up to 1 Consultant staff.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

Task 400 – Project Management and QA/QC

Sub-Task 401: Project Management

Consultant Services:

Project Set-up

Consultant will set up the project within Consultant's accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

Project Work Plan

Consultant shall prepare a Project Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations
- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)

- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

Project Management and Administration

Consultant shall provide project management services needed to execute the scope of work. This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.

Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.

Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.

Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.

Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the County's major decisions related to the Project and include a monthly update with the progress status report.

Deliverables:

- Major Decisions Log updates (electronic, Adobe Acrobat format).

Monthly Project Invoice and Status Report

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and
- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 18 invoices are assumed.

Schedule Development and Update

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

Deliverables:

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

Monthly Progress Meetings

Prepare for, attend, and conduct virtual monthly progress meetings that will include a review of progress, discussion of items requiring feedback, list of outstanding issues requiring resolution, status of scope, schedule and budget, and review of risks. Consultant Project Manager will attend all meetings and additional key staff may attend as needed.

Consultant shall prepare and submit meeting agendas and meeting minutes for the progress meetings. For the purposes of this scope of work, a total of 12 meetings are assumed. The meetings are anticipated to have a ½ hour duration and will be attended by up to 2 design team staff.

Assumptions:

- Project duration will be 18 months.

Deliverables:

- Meeting agenda and notes (Electronic, Adobe Acrobat format)

Sub-Task 402 - Quality Control

Consultant Services:

Quality Management Plan

Prepare a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Trane's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete QA/QC reviews of the work and deliverables.

QA/QC Monitoring and Project Reviews

Conduct an in-house Concept and Criterion (C&CR) meeting early in the project to obtain focused technical input from senior Consultant staff based on their experience from other similar projects.

Review draft Plan and other deliverables included in the scope of work will be reviewed. Reviews will be performed by senior Consultant staff as identified in the QMP.

Sub-Task 403 - Health and Safety

Consultant Services:

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

EXHIBIT A-2 SCOPE OF SERVICES

Project Title: City of Ellensburg General Sewer Plan Update – Project 2

Background

The City of Ellensburg (City) wishes to update their General Sewer Plan (GSP) to identify, outline, and program collection system and wastewater treatment facility (WWTF) improvements for the next 20 years. The GSP will be developed in accordance with the requirements in the Washington State Administrative Code (WAC) section 173-240-050 and submitted to the Washington State Department of Ecology (Ecology) for approval. The City has also identified improvements to their aeration system which require a Engineering Report and subsequent final design.

The City selected Kennedy Jenks (Consultant) to develop the GSP and aeration system improvements.

- Project 1: General Sewer Plan Update
- Project 2: Aeration System Improvements

The Project 2 scope, schedule and fee will include several phases to include:

- Phase 1: Alternatives Analysis
- Phase 2: Engineering Report
- Phase 3: Final Design
- Phase 4: Engineering Services During Construction

This initial phase of Project two includes the development of two technical memos which will determine the sizing and type of aeration system improvements, which will be sent to Ecology for provisional approval. Subsequent phases will include the development of an Engineering Report in accordance with the requirements of WAC section 173-240-060 and submitted to Ecology for approval as well as the final design of the aeration system improvements which will also be submitted to Ecology for approval. These subsequent phases will be approved by written amendment to Project 2.

Project 2 – Aeration System Improvements Phase 1

Consultant will develop the flows and loads for the aeration system improvements as well as develop the alternatives analysis for submission and provisional approval by Ecology. The work will occur concurrent to the General Sewer Plan Update in Project 1.

Task 100 – Meetings and Workshops**Sub-Task 101: Meetings***Consultant Services:***Improvement Alternatives Analysis Meeting**

Prepare for, attend, and facilitate a virtual Aeration System Improvement Alternatives Analysis Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Improvement Alternatives shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Flow and Loads & Service Levels Workshop

Prepare for, attend, and facilitate a virtual Flows and Loads & Service Levels Workshop with City staff and design team members. The meeting is anticipated to have a 3-hour duration and will be attended by up to 3 design team members.

Strategy for determining the WWTF influent flows and loads for the planning period as well as overall WWTF and collection system Service Levels shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

City Responsibilities:

- Provide for City staff participation in all meetings and workshop.
- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

Assumptions:

- All meetings will be virtual.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

Task 200 – Aeration System Improvements Alternatives Analysis

This task will include data collection, system analysis, inspection and field work, engineering analysis and recommendations to develop two technical memorandums for Ecology's provisional approval to support the continued development of the Aeration System Improvements during the concurrent development of the General Sewer Plan in Project 1.

Sub Task 201: Data Collection and Document Review

Consultant Services:

Consultant shall gather and review information provided by the City in Project 1 which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, WWTF performance data, as-built drawings, wastewater sampling data, existing NPDES permit, existing O&M manuals, organizational structures, previous long-range plans, and repair/replacement/maintenance history.

City Responsibilities:

- Provide information requested by Consultant to extent possible.

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.

Sub Task 202: Establish Flows and Loads

Consultant Services:

The Consultant shall establish Wastewater Characterization. This includes establishing a baseline wastewater characterization which includes wastewater sampling data collected by the City to create a wastewater loading profile for use in the process analysis and improvements evaluation for both Project 1 and Project 2. The anticipated flows and loads to the WWTF during the 20-year planning period will be memorialized in a technical memorandum (TM) that will be sent to Ecology for provisional approval to allow for continued development of the aeration system improvements during the concurrent General Sewer Plan update in Project 1. This task includes

- Create wastewater sampling plan
- Establish baseline wastewater characterization
- Develop and submit a Draft TM to Ecology for provisional approval
- Respond to Ecology comments and submit a Final TM to Ecology.

City Responsibilities:

- Collect and analyze WWTF samples in accordance with Consultant's Sampling Plan

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Additional wastewater samples shall be collected by the City with guidance from Consultant as to location within the wastewater process, quantity, and parameters analyzed.
- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City's most recent Comprehensive Plan as a baseline.
- Ecology will provide comments and provisional approval of Flows and Loads.

Deliverables:

- Wastewater sampling plan
- Draft and Final Flows and Loads Technical Memorandum

Sub Task 203: System Analysis

Consultant Services:

The Consultant shall develop a WWTF process model for the purpose of assessing hydraulic and process limitations within the existing WWTF under current and future flow and load scenarios. This task includes:

- Create process model (BioWin) based on current WWTF process configuration
- Run steady-state calculations to evaluate process capacity and identify bottlenecks

The Consultant shall execute WWTF Process Model Scenario Analysis to include up to six (6) Scenarios to include calibration of model, evaluating plant performance with largest unit of various processes out of service as well as plant performance with proposed improvements.

City Responsibilities:

- Collect and analyze WWTF samples in accordance with Consultant's Sampling Plan

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Additional wastewater samples shall be collected by the City with guidance from Consultant as to location within the wastewater process, quantity, and parameters analyzed.

- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City's most recent Comprehensive Plan as a baseline.

Deliverables:

- Wastewater sampling plan
- WWTF and system modelling results shall be summarized in the General Sewer Plan in Project 1.
- Draft and Final Flows and Loads Technical Memorandum.

Sub-Task 204: Aeration System Inspection and Assessment

Consultant Services:

Consultant shall perform a field inspection condition of the WWTF assets. This includes the following:

Aeration System

Consultant shall evaluate the City's WWTF with particular focus based on the Aeration System. Consultant shall focus the assessment of assets on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with the WWTF staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit and .

Through these assessments, Consultant shall identify process limitations, process redundancy, and flow split issues. Information from these assessments will feed into the alternatives analysis provided in subsequent tasks.

City Responsibilities:

- City shall provide access to needed records and to physical asset locations (PS and associated structures) for field assessments.
- City staff shall be present during inspections.

- City will operate all equipment, as needed, to facilitate inspections.

Assumptions:

- Consultant staff will provide their own personal protective equipment, as needed, for all site assessments.
- Field inspection will occur over 8 hours on a single day. The inspection will include up to 5 Consultant staff.
- Field inspections will be scheduled on consecutive days in conjunction with field inspections from Project 1.

Deliverables:

- Results of field inspections will be included in the General Sewer Plan in Project 1.

Sub-Task 205: Alternatives Analysis and Recommendations

Consultant Services:

Using the Flows and Loads information collected from Task 202, the system analysis from Task 203 the inspection and field work collected from Task 204, and using the information provided in the 2018 WWTF Aeration Basin Study (2018 Report) conducted by Gray & Osborne, Inc., the Consultant shall work with the City to identify aeration system improvement alternatives. The four alternatives previously identified in the 2018 Report will be revisited to include the following:

- Verify sizing criteria using updated Flows and Loads
- Verify assumptions used in development of alternatives
- Update capital costs in 2022 dollars

In addition to the four alternatives from the 2018 Report, two additional alternatives will be developed to include the following:

- Retrofitting the existing aeration system with a submerged aerobic fixed film reactor
- Retrofitting the existing aeration system with a Biolac extended aeration system.

The Consultant shall provide Level 5 cost estimates for all alternatives and shall review the results of the engineering analysis and recommendations with the City prior to finalizing recommendations.

The four updates and two additional alternatives will be evaluated in a technical memorandum submitted to Ecology for provisional approval to allow for continued development of the aeration system improvements during the concurrent General Sewer Plan update in Project 1.

Assumptions:

- Ecology will accept and approve 2018 Report.
- Ecology will allow for 2018 Report to be utilized as a basis for the alternatives analysis.

- Ecology will provide comments and provisional approval of Alternatives Analysis.

Deliverables:

- Draft and Final Alternatives Analysis Technical Memorandum

Sub-Task 206: Geotechnical Analysis (Sub-Consultant)

Consultant Services:

Consultant will conduct a desktop geotechnical analysis for any aeration system improvement alternatives requiring excavation and/or structural improvements impacted by local soil conditions. The desktop analysis will inform the structural design elements potentially needed for the respective alternatives which can be used to develop appropriate design and construction cost estimates.

Assumptions:

- Any additional geotechnical exploration required such as test pits, soil sample analysis, test borings, etc. will be conducted during subsequent phases of Project 2.

Deliverables:

- Summary of and recommendations from the analysis shall be summarized in the Alternatives Analysis Technical Memorandum.

Task 300 – Agency Coordination

Sub-Task 301: Ecology Coordination

Consultant Services:

Consultant shall coordinate with Ecology to facilitate the review of the Plan. This will include correspondence, coordination, and up to three (2) virtual meetings:

1. Draft Flows and Loads Technical Memorandum Review Meeting
2. Draft Alternatives Analysis Technical Memorandum Review Meeting

The Consultant will prepare for, attend, and facilitate the meetings with the Ecology, City staff, and design team members. The meetings are anticipated to have a 2-hour duration and will be attended by up to 3 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

City's Responsibilities:

- Participate in meetings with Ecology

Assumptions:

- All meeting will be conducted virtually
- Each meeting is anticipated to have a 2 hour duration and will be attended by up to 3 Consultant staff.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

Task 400 – Project Management and QA/QC

Sub-Task 401: Project Management

Consultant Services:

Project Set-up:

Consultant will set up the project within Consultant's accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

Project Work Plan

Consultant shall prepare a Project Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations
- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)
- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

Project Management and Administration

Consultant shall provide project management services needed to execute the scope of work. This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.

Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.

Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.

Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.

Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the County's major decisions related to the Project and include a monthly update with the progress status report.

Deliverables:

- Major Decisions Log updates (electronic, Adobe Acrobat format).

Monthly Project Invoice and Status Report

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and
- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 9 invoices are assumed.

Schedule Development and Update

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

Deliverables:

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

Sub-Task 402 - Quality Control

Consultant Services:

Quality Management Plan

Prepare a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Trane's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete QA/QC reviews of the work and deliverables.

QA/QC Monitoring and Project Reviews

Conduct an in-house Concept and Criterion (C&CR) meeting early in the project to obtain focused technical input from senior Consultant staff based on their experience from other similar projects.

Review draft Plan and other deliverables included in the scope of work will be reviewed. Reviews will be performed by senior Consultant staff as identified in the QMP.

Sub-Task 403 - Health and Safety

Consultant Services:

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

Exhibit B Project Schedule

ID	Task Name	Task Mode	Task	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1	Project 1: General Sewer Plan	WBS		300 days	Mon 3/7/22	Mon 5/1/23												
2	Project Initiation	WBS		20 days	Mon 3/7/22	Fri 4/1/22												
3	Data Collection	WBS		140 days	Mon 4/4/22	Fri 10/14/22												
4	BRVA Workshops	WBS		10 days	Mon 10/17/22	Fri 10/28/22												
5	System Analysis	WBS		50 days	Mon 5/2/22	Fri 7/8/22												
6	Inspection and Field Work	WBS		10 days	Mon 7/11/22	Fri 7/22/22												
7	Risk-Based Prioritization	WBS		25 days	Mon 7/25/22	Fri 8/26/22												
8	Engineering Analysis and Recommendations	WBS		40 days	Mon 8/29/22	Fri 10/21/22												
9	Capital Improvement Plan	WBS		30 days	Mon 10/24/22	Fri 12/2/22												
10	General Sewer Plan Development	WBS		280 days	Mon 4/4/22	Mon 5/1/23												
11	Draft GSP	WBS		200 days	Mon 4/4/22	Fri 1/6/23												
12	City Review of GSP	WBS		10 days	Mon 1/9/23	Fri 1/20/23												
13	Submit Draft Plan to Ecology	WBS		5 days	Mon 1/23/23	Fri 1/27/23												
14	Ecology Review	WBS		45 days	Mon 1/30/23	Fri 3/31/23												
15	Respond to Ecology Comments	WBS		20 days	Mon 4/3/23	Fri 4/28/23												
16	Ecology Approval	WBS		0 days	Mon 5/1/23	Mon 5/1/23												
17		WBS																
18	Project 2: Aeration System Improvements Phase 1	WBS		181 days	Mon 4/4/22	Mon 12/12/22												
19	Data Collection and Review	WBS		40 days	Mon 4/4/22	Fri 5/27/22												
20	Establish Flows and Loads	WBS		20 days	Mon 5/30/22	Fri 6/24/22												
21	Draft Flows and Loads TM	WBS		21 days	Mon 6/27/22	Mon 7/25/22												
22	Ecology Review of TM	WBS		30 days	Tue 7/26/22	Mon 9/5/22												
23	System Analysis	WBS		20 days	Tue 7/26/22	Mon 8/22/22												
24	Aeration System Inspection and Assessment	WBS		10 days	Mon 7/11/22	Fri 7/22/22												
25	Alternatives Analysis and Recommendations	WBS		20 days	Tue 9/6/22	Mon 10/3/22												
26	Geotechnical Analysis	WBS		20 days	Mon 7/11/22	Fri 8/5/22												
27	Draft Alternatives Analysis Update TM	WBS		20 days	Tue 10/4/22	Mon 10/31/22												
28	Ecology Review of TM	WBS		30 days	Tue 11/1/22	Mon 12/12/22												
29		WBS																

Project: Project1 Date: Fri 1/21/22	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	Start-only	Finish-only	External Tasks	External Milestone	Deadline	Progress	Manual Progress
--	------	-------	-----------	---------	-----------------	---------------	--------------------	------------------	-------------	---------------	-----------------------	----------------	------------	-------------	----------------	--------------------	----------	----------	-----------------

Exhibit C

FEE SCHEDULE

EXHIBIT C

Kennedy/Jenks Consultants 2021 Billing Rates						
	Staff Name	Classification	Direct Labor Rate	Overhead (200.21% x R)	Profit 15%	Total Hourly Billing Rate
	Aihara, Jill	Administrative Assistant	\$39.88	\$79.84	\$17.96	\$137.68
	Bryden, Greg	Engineer/Scientist/Specialist 6	\$64.50	\$129.14	\$29.05	\$222.68
	Capaci, Mackenzie	Engineer/Scientist/Specialist 4	\$45.04	\$90.17	\$20.28	\$155.50
	Dutschke, Steven	Engineer/Scientist/Specialist 6	\$67.52	\$135.18	\$30.41	\$233.11
	Fitzhugh, Aimee	Engineer/Scientist/Specialist 4	\$49.80	\$99.70	\$22.43	\$171.93
	Foray, Jeffrey	Engineer/Scientist/Specialist 7	\$73.76	\$147.67	\$33.22	\$254.65
	Hoffman, Janet	Engineer/Scientist/Specialist 5	\$57.00	\$114.12	\$25.67	\$196.79
	Jindra, John	Engineer/Scientist/Specialist 4	\$50.60	\$101.31	\$22.79	\$174.69
	Kim, Eun	Engineer/Scientist/Specialist 5	\$55.16	\$110.44	\$24.84	\$190.44
	Lubovich, Michael	Engineer/Scientist/Specialist 6	\$65.72	\$131.58	\$29.59	\$226.89
	Maxey, Nicole	Project Administrator	\$36.64	\$73.36	\$16.50	\$126.50
	Perez, Andrew	Engineer/Scientist/Specialist 6	\$69.64	\$139.43	\$31.36	\$240.43
	Reisinger, Lawrence	Engineer/Scientist/Specialist 7	\$70.24	\$140.63	\$31.63	\$242.50
	Salter, Jake	Engineer/Scientist/Specialist 5	\$59.40	\$118.92	\$26.75	\$205.07
	Stoll, Chris	Engineer/Scientist/Specialist 6	\$72.12	\$144.39	\$32.48	\$248.99
	Ward, Nathan	Engineer/Scientist/Specialist 4	\$47.96	\$96.02	\$21.60	\$165.58
	Walz, Ron	Engineer/Scientist/Specialist 8	\$90.64	\$181.47	\$40.82	\$312.93
	Werner, Luke	Engineer/Scientist/Specialist 6	\$69.88	\$139.91	\$31.47	\$241.25
	Zeller, Kathy	Engineer/Scientist/Specialist 3	\$34.80	\$69.67	\$15.67	\$120.14

Kennedy/Jenks adjusts salaries annually in March.

EXHIBIT D TASK BUDGET

A. Compensation:

CONSULTANT will be compensated not more than \$383,542 for Project 1 and 2 services. The compensation for Project 1 services shall not exceed \$262,150 and the compensation for Project 2 services shall not exceed \$121,392. Tasks budgets are as follows:

Project/Task	Estimated Effort
Project 1 - General Sewer Plan Update	
Task 100. Meetings and Workshops	\$44,619
Task 200. General Sewer Plan	\$164,616
Task 300. Agency Coordination and Public Outreach	\$10,549
Task 400. Project Management and QA/QC	\$42,366
Project 1 - Total	\$262,150
Project 2 - Aeration System Improvements Phase 1	
Task 100. Meetings and Workshops	\$8,167
Task 200. Aeration System Improvements Alternatives Analysis	\$90,185
Task 300. Agency Coordination	\$5,740
Task 400. Project Management and QA/QC	\$17,300
Project 2 - Total	\$121,392
Projects 1 & 2 - Total	\$383,542

B. Requests for Payment:

1. At a minimum the invoice is to include: performance period; date of submission; CONSULTANT's name, remittance address and phone number; number of hours being billed; invoice total; and any additional applicable information.

2. Submit via e-mail to:

Mike Helgeson
Assistant Public Works Director
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926
helgy@ci.ellensburg.wa.us

3. Payment will be made to CONSULTANT within thirty (30) days of the receipt of a complete and accurate invoice



AGENDA REPORT

Meeting Date:	February 17, 2022
Agenda Subject:	Grant Agreement with the Washington State Dept. of Ecology for the "Ellensburg Aquifer Storage and Recovery Feasibility Study".
Submitted by:	Derek Mayo Public Works & Utilities
Recommended Action or Motion:	Staff recommends a favorable recommendation to City Council to authorize staff to authorize staff and Mayor to execute the attached for the "Ellensburg Aquifer Storage and Recovery Feasibility Study" Agreement with the Department of Ecology (DOE) and the Consultant Agreement with Coho Water Resources.
Background/Summary:	Staff previously received a small \$20,000 grant from DOE to perform a pre-feasibility study to review the potential of Aquifer Storage and Recovery (ASR) for area. This study found potential benefits for our area, with the benefits also potentially reaching the Yakima Basin. Based on the pre-feasibility findings, staff submitted a request to complete the design and permitting for a pilot test ASR project. Based on notification of grant award, staff has reviewed consultants from the MRSC consultant roster and have selected Coho Water Resources, to complete this work.
Previous Council Action:	No previous Council Action.
Analysis:	City staff has worked closely with the Department of Ecology on completing the Agreement with the Dept. of Ecology that is now before the UAC. The agreement outlines specific project requirements, goals, and reporting requirements that the City is required to complete as apart of these grant funds. City staff has also negotiated a consultant agreement with Coho Water Resources to complete this work. The agreement with Coho Water Resources has an identical scope and fee as the DOE grant, and as such, the grant fill fund 100% of the agreement with Coho Water Resources. City staff will have

some project oversight and management, but will not be reimbursed for our time.

Staff will provide updates as the project progresses.

Financial Impact:

Staff will request a supplemental budget amendment to Council for the \$300,000 grant revenues from the DOE as well as the offsetting \$300,000 expenditures for the consultant agreement with Coho Water Resources.

Attachments:

[WAECOL_Simple_Agreement_Template_DRAFT 2.9.22.pdf](#)
[Consultant Agreement \(Coho\).pdf](#)

Agreement No. WRYBIP-2123-EllePW-00028

WATER RESOURCES YAKIMA BASIN INTEGRATED PLANNING AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ELLENSBURG

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF ELLENSBURG, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Ellensburg Aquifer Storage and Recovery Feasibility Study
Total Cost:	\$300,000.00
Total Eligible Cost:	\$300,000.00
Ecology Share:	\$300,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	12/23/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Yakima Basin Integrated Planning

Project Short Description:

This project will evaluate the feasibility of an Aquifer Storage and Recovery (ASR) and prepare to conduct a pilot test. Tasks will include initiating permitting, modeling the distribution system, and analyzing water quality. An ASR project in Ellensburg will increase water availability for the Yakima Basin.

Project Long Description:

A prefeasibility study of ASR by the RECIPIENT found no fatal flaws. Most of the necessary infrastructure is already in place, including a source of recharge water (“City Wells”, a Ranney-type well), deep wells through which to recharge water, and a distribution system connecting it all together. Recovery of recharged water may be passive by seepage to the Yakima River, and/or it active by pumping wells. The project will maintain reliable municipal supply, and substantive benefits are anticipated to Total Water Supply Availability (TWSA) and fish habitat in the Yakima Basin. As recommended by the prefeasibility study, this project will conduct a feasibility study of an ASR pilot test to resolve

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

questions on permitting, water quality, and engineering variables, and prepare an ASR application.

Permitting that will be initiated includes: 1) a preapplication meeting with Ecology for a groundwater reservoir permit; 2) preparation of an ASR pilot test plan; 3) preparation of a State Environmental Policy Act (SEPA) checklist; 4) submission of a Quality Assurance Project Plan (QAPP); and, 5) consultation with DOH. The RECIPIENT will compile and present information for the preapplication meeting to make the best use of the time committed by all involved.

RECIPIENT will collect water quality data from the source of recharge water to evaluate the potential for biofouling and well clogging and the continued potability of the recharge water under various conditions. Micro-Particulate Analysis (MPA) samples will be collected and analyzed.

RECIPIENT will conduct an engineering evaluation of the existing infrastructure. This work will include modeling the hydraulics of the distribution system, as-is, and the capacity to recharge well(s) while maintaining minimum pressure in the system required by the Washington Department of Health (DOH) to meet fire flow and prevent leaks into the system that may compromise water quality. RECIPIENT will inspect current wellhead configurations to evaluate what recharge pressures they will be able to handle and what retrofits may be needed. The overall engineering examination will inform: 1) which well(s) to consider for ASR pilot testing; 2) retrofits that may be needed; and, 3) engineering costs of ASR implementation.

RECIPIENT will prepare a Programmatic Framework presenting how a fully implemented ASR program may operate and satisfy a range of benefits, such as increasing TWSA, municipal water supply reliability, and fish habitat. General apportionment of benefits and candidate funding sources, including market possibilities for meeting TWSA needs, to implement an operational ASR program will be described. Using data from the water quality baseline, an All Known Available and Reasonable Treatment (AKART) analysis will be conducted regarding the water quality of water proposed for recharge. RECIPIENT will prepare and submit a full application for a groundwater reservoir addressing all of the application requirements.

RECIPIENT will compile a final reporting package which will contain products developed in the project, including technical memoranda as attachments or by reference, supplemental data and analysis, and presentation of such.

Overall Goal:

The overall goal is to perform an initial ASR feasibility study and prepare to conduct pilot testing, as RECIPIENT advances towards implementing a future ASR program. As part of this effort this project will prepare specifics of the pilot test, and a framework for a fully implemented ASR program will be prepared. This deliberate approach will better ensure efficient and productive outcomes of effort and expenditures, and better manage expectations. Unforeseen needs, either technical and/or permitting, may be identified that can be addressed in advance of conducting an ASR pilot test.

Upon completion of this project, RECIPIENT is expected to have permitting in place to allow an ASR pilot test to proceed. A well will be confirmed upon which to conduct recharge. Pilot test engineering design, specifications will be ready to go to bid, and cost estimates will be available to pursue funding. If feasible, the ultimate objective is to implement an operational and permitted ASR program.

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

RECIPIENT INFORMATION

Organization Name: CITY OF ELLENSBURG

Federal Tax ID: 91-6001245

DUNS Number: 060041985

Mailing Address: 501 North Anderson St
Ellensburg, WA 98926

Physical Address: 501 North Anderson St

Organization Email: morrowj@ci.ellensburg.wa.us

Contacts

Project Manager	Derek Mayo City Engineer 501 North Anderson Street Ellensburg, Washington 98926 Email: mayod@ci.ellensburg.wa.us Phone: (509) 962-7232
Billing Contact	Michelle Dufault P.W. Operations Analyst 501 N. Anderson Street Ellensburg, Washington 98926 Email: dufaultm@ci.ellensburg.wa.us Phone: (509) 962-7234
Authorized Signatory	Derek K Mayo City Engineer 501 North Anderson Street Ellensburg, Washington 98926 Email: mayod@ci.ellensburg.wa.us Phone: (509) 962-7232

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Office of the Columbia River
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Office of the Columbia River
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Chris Duncan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: cdun461@ecy.wa.gov Phone: (509) 454-4242
Financial Manager	Carrol Johnston PO Box 47600 Olympia, Washington 98504-7600 Email: CARR461@ecy.wa.gov Phone: (360) 764-3453
Technical Advisor	Chris Duncan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: cdun461@ecy.wa.gov Phone: (509) 454-4242

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

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; the DEPARTMENT; 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: Derek Mayo

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2023

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 2

Task Cost: \$69,000.00

Task Title: PRELIMINARY PERMITTING

Task Description:

Addresses preliminary permitting requirements for an ASR pilot test and ASR Reservoir Permit application.

2.1 ASR RESERVOIR PERMIT PRE-APPLICATION MEETING WITH ECOLOGY

A pre-application meeting between RECIPIENT and ECOLOGY for an ASR groundwater reservoir permit. RECIPIENT will prepare background information, a package of meeting materials with supporting visual materials, and a draft application. The pre-application meeting will provide the basis for preparing and submitting an ASR application.

2.2 ASR PILOT TEST PLAN

A pilot test plan will identify:

- a. The source of recharge water and the recharge well.
- b. Rates and volumes of water to be recharged, duration of storage, and rates and volumes of water to be recovered.
- c. The fate of recovered water.
- d. Observation wells.
- e. Schedule of collection of groundwater level and flow rate data.
- f. Schedule of water quality monitoring.

The plan will summarize the authority and permitting under which the pilot test will be conducted. The plan will be prepared using input from the pre-application meeting and will be updated for inclusion with an application package.

2.3 SEPA CHECKLIST

RECIPIENT will prepare a SEPA checklist for an ASR pilot test. Within the limits of time and budget, the SEPA checklist will cover operation of an ASR program to support a groundwater reservoir water right application under Task 5.3. The lead entity for evaluating the SEPA checklist is the RECIPIENT.

2.4 QAPP

RECIPIENT will develop a Quality Assurance Project Plan (QAPP) for project data collection and analysis work. The QAPP will be approved by Ecology and signed before data collection begins.

2.5 CONSULTATION WITH DOH

The Ellensburg ASR pilot test will use the City of Ellensburg drinking water system, which will require modifications to allow recharge from one permitted drinking water source (City Wells – DOH source #S01) to another permitted drinking water source (Route 10 – DOH source #S10). RECIPIENT will consult with DOH on the topics of drinking water quality, maintenance of the security of drinking water sources, meeting construction criteria for drinking water system components, and a project report for retrofits. Modeling of the hydraulics of the distribution system under recharge operations (Task 3.3) will be shared with DOH.

Task Goal Statement:

The goal of this task is to meet preliminary permitting requirements for an ASR application, develop a deliberate approach to conducting an ASR pilot test, identify data collection needs, and obtain preliminary regulatory approvals.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Task Expected Outcome:

The preapplication meeting will ensure a mutual understanding and expectations between the RECIPIENT and the water right permitting agency (Ecology) with respect to information needs for processing a groundwater reservoir water right application. The ASR pilot test plan will define steps to be taken and to ensure required data is collected. A SEPA determination will be issued by the RECIPIENT. A QAPP will be approved by Ecology. DOH requirements will be defined and incorporated in retrofit engineering design in Task 3. Documentation of activities under this task will be incorporated into the final project report (Task 5).

Recipient Task Coordinator: Derek Mayo**PRELIMINARY PERMITTING****Deliverables**

Number	Description	Due Date
2.1	QAPP	02/28/2022
2.2	Memorandum summarizing preapplication meeting	03/31/2022
2.3	ASR Pilot Test Plan	06/30/2022
2.4	SEPA checklist determination	07/31/2022
2.5	Documentation of DOH consultation	07/31/2022

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 3 Task Cost: \$119,000.00

Task Title: PREPARATION AND ENGINEERING

Task Description:

The task contains the on-the-ground preparatory work required to conduct the ASR pilot test.

3.1 WATER QUALITY BASELINE

Baseline water quality data from the source of recharge water and the recharge well will be obtained to evaluate geochemical reactions during ASR operations. Candidate natural element tracers for water balance calculations will be identified.

3.2 ROUTE 10 WELL PRE-ASR EFFICIENCY TEST

A step-rate pumping test will be conducted on the Route 10 to evaluate well efficiency and potential issues under ASR operating conditions.

3.3 HYDRAULIC MODELING OF THE DISTRIBUTION SYSTEM

The hydraulics (pressure and flow rates) of the distribution will be modeled simulating the delivery of water from "City Wells" to three recharge wells (Route 10, Hayward and Illinois Wells). ASR modeling scenarios will be performed using RECIPIENT's existing hydraulic distribution system model to determine distribution system response.

In addition to modeling pilot test hydraulics, alternative ASR recharge scenarios for full ASR operation will be modeled to evaluate the ability of the existing infrastructure to: 1) deliver recharge water to candidate recharge wells; 2) maintain required minimum distribution system pressure for customers, fire safety and meet DOH standards; and, 3) resulting well-head pressures during recharge operations.

3.4 INSPECTION OF WELL HEAD SEALS

The condition of seals at the well-head will be inspected. As-built drawings will be examined, and a field visit will be conducted to verify conditions. Seals of the pump, sounding tubes, electrical lines and other conduits into the well will be checked. Operating ASR recharge pressure ranges for selected wells will be recommended.

3.5 WELL RETROFIT ENGINEERING

ASR injection and recovery retrofit options will be evaluated and a design will be selected for the Route Well 10 for pilot testing and for future ASR operations. Engineering design specifications will be prepared to conduct an ASR pilot test at the Route 10 Well, and a project report will be prepared for DOH. A bid package and engineer's cost estimate will be prepared by the RECIPIENT.

3.6 OBSERVATION WELL NETWORK

A groundwater monitoring network will be established using wells chosen in the Pilot Test Plan. The existing wells will be retrofitted for groundwater monitoring purposes. Water level data from selected wells will be collected by installing transducers in the wells and/or programming of the City's SCADA system

Task Goal Statement:

The goal of this task is to assess the technical viability of conducting a pilot ASR test, and provide engineering design and specifications for retrofitting the Route 10 Well to receive recharge water.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Task Expected Outcome:

Determination of recharge rates, a bid package for implementing well retrofits and distribution system modifications for ASR pilot testing, and an established groundwater monitoring network.

Recipient Task Coordinator: Derek Mayo**PREPARATION AND ENGINEERING****Deliverables**

Number	Description	Due Date
3.1	Engineering design report.	09/30/2022
3.2	Bid package, including design report, plans, specifications and engineer estimate.	09/30/2022

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 4

Task Cost: \$45,000.00

Task Title: ASR APPLICATION

Task Description:

The intent of this task is to prepare for Ecology a draft report of examination for an ASR groundwater reservoir application and associated documents.

4.1 PROGRAMMATIC FRAMEWORK

A programmatic framework is considered important to define expectations of all parties (e.g., the City, Ecology, and local irrigation districts) involved in the development of an ASR program by the RECIPIENT. This will include presenting, to the appropriate resolution within the limitations of time and budget:

- Interests of various entities (e.g. cities, counties, State agencies, Reclamation, the Yakama Nation, irrigation districts, YBIP, and others)

- Legal framework for ASR operations

- Allocation of benefits

- Operations and costs

- Funding

The Ellensburg ASR program is being developed as an integral part of the Yakima Basin Integrated Plan. Input to the programmatic framework will be solicited from local irrigation districts (e.g., Kittitas Reclamation District (KRD) and Ellensburg Water Company EWC).

4.2 AKART

An All Known Available And Reasonable Treatment (AKART) analysis will be conducted consistent with Ecology guidance. This analysis will be modeled after other ASR programs in the Yakima Basin, including those of the cities of Yakima and Kennewick. Disinfection By-Products (DBPs) are expected to be the variable of principal concern. The source of recharge water (i.e., City Wells) and points of recharge and recovery are all permitted drinking water sources. The AKART will be supported with new water quality data collected under Task 3.1 (Water quality baseline).

4.3 APPLICATION

An application for a groundwater reservoir water right will be prepared consistent with Ecology guidelines. It is assumed that existing information will provide needed support, and minimal new material will be needed. Priority processing of the application is expected under WAC 173-152-050(2)(g) and WAC 173-157-200.

Task Goal Statement:

The goal of this task is to present the reasoning and supporting information to Ecology to process a groundwater reservoir water right application for RECIPIENT.

Task Expected Outcome:

It is expected that Ecology will issue a groundwater reservoir water right permit (temporary or preliminary) to conduct ASR pilot testing.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Recipient Task Coordinator: Derek Mayo**ASR APPLICATION****Deliverables**

Number	Description	Due Date
4.1	Programmatic framework report	11/30/2022
4.2	Ecology application for a groundwater reservoir water right and supporting documents.	12/31/2022

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 5

Task Cost: \$67,000.00

Task Title: REPORTING

Task Description:

The RECIPIENT will prepare and submit a draft and final project ASR feasibility report to Ecology for review. The technical report will include data and information collected, analysis, and preparatory work related to permitting for an ASR pilot test of the Route 10 well, including engineering plans and specifications for construction work as an Appendix. The draft and final report will address conducting pilot testing and associated costs, along with the feasibility of developing for the City of Ellensburg ASR program. Comments by Ecology and the Groundwater Storage Subcommittee will be incorporated into a final report. A report will be submitted in electronic and hard copy format. The RECIPIENT will present the project findings to the YBIP Groundwater Storage Subcommittee on a date mutually agreed to by Ecology and the RECIPIENT.

5.1 ANALYSIS AND DRAFT REPORT

Data complementary to that in the prefeasibility study will be compiled.

Review of the analysis will be conducted by senior technical personnel with extensive experience in the field of Managed Aquifer Recharge (MAR). The conceptual model will be updated.

Products from other project tasks will be incorporated as: integral parts of the report; attachments or appendices; or, by reference (e.g., consultation with DOH; analytical laboratory data sheets; engineering bid package).

A scope of work for the next phase will be developed that will cover engineering/construction retrofits and execution of a pilot test. A budget based on an engineer's cost estimate and a schedule will be included.

5.2 PRESENTATION

Following preparation of the draft report, a presentation will be made to the YBIP Groundwater Storage Subcommittee. A draft of the presentation will be reviewed by interested entities. Concerns will be identified in advance so that they can be addressed ahead of time to allow efficient use of time during the presentation, which is anticipated to involve on the order of 30 individuals.

5.3 FINAL REPORT

A final report will incorporate edits and comments received from Ecology.

5.4 ENVIRONMENTAL INFORMATION MANAGEMENT (EIM) DATA ENTRY

Data produced by the report will be entered into Ecology's EIM system.

Task Goal Statement:

The goal of this task is to:

-Complete a technical report composed of project data and information, analysis and develop an ASR pilot test plan. The project will submit an application for an ASR Reservoir permit and provide related work requirements for an application. The project will design and provide plans and specifications for retrofit construction work required for pilot testing. The project will address the feasibility of developing for the City of Ellensburg ASR program and provide recommendations to advance an ASR

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

program.

-Present findings to the YBIP Groundwater Storage Subcommittee, at a date to be determined.

-Enter collected data into Ecology's EIM on-line database.

Task Expected Outcome:

Project reports with construction plans and specifications, completed ASR reservoir permit application, upload EIM data and presentation to YBIP Groundwater Storage subcommittee, and present findings to the YBIP Groundwater Storage Subcommittee.

Recipient Task Coordinator: Derek Mayo**REPORTING****Deliverables**

Number	Description	Due Date
5.1	Draft technical report	03/31/2023
5.2	Project presentation to the Groundwater Subcommittee	
5.3	Final technical report	05/31/2023
5.4	Data upload to Ecology's EIM system	06/30/2023

Agreement No: WRYBIP-2123-EllePW-00028
 Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
 Recipient Name: CITY OF ELLENSBURG

BUDGET**Funding Distribution EG220480**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 21-23 Yakima River Basin Water Supp Funding Type: Grant
 Funding Effective Date: 12/23/2021 Funding Expiration Date: 06/30/2023

Funding Source:

Title: State Building Construction Account

Fund: 057

Type: State

Funding Source %: 100%

Description: Grants for the purpose to assess, plan, and develop projects under the Yakima River Basin Integrated Water Resource Management Plan or for any other actions designed to provide access to new water supplies within the Yakima River basin or any other actions to support the seven elements of the Yakima Basin Integrated Plan.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

21-23 Yakima River Basin Water Supp	Task Total
Project Administration/Management	\$ 0.00
PRELIMINARY PERMITTING	\$ 69,000.00
PREPARATION AND ENGINEERING	\$ 119,000.00
ASR APPLICATION	\$ 45,000.00
REPORTING	\$ 67,000.00

Total: \$ 300,000.00

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
21-23 Yakima River Basin Water Supp	0.00 %	\$ 0.00	\$ 300,000.00	\$ 300,000.00
Total		\$ 0.00	\$ 300,000.00	\$ 300,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

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

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

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

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.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>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

DRAFT

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. 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.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. 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.

11. 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

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. 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.

14. 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.

15. 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.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

16. KICKBACKS

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

17. 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.

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

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

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

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

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

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

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

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

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

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

All records shall:

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

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. 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.

25. 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.

26. 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.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

27. 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, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

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.

29. 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.

30. 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.

End of General Terms and Conditions

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
COHO WATER RESOURCES, LLC**

RELATING TO: ASR FEASIBILITY

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 7th day of March, 2022, by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and Coho Water Resources, an LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Water Supply Management project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2023. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. Any changes requiring additional costs shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$300,000. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender,

sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY. A list of subconsultants CONSULTANT may engage in this project are contained in Exhibit E.

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination; the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the

work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement, to the extent attributable to the CONSULTANT'S negligence, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

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

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Utilities & Public Works
Attention: Derek Mayo
501 N. Anderson
Ellensburg, WA 98926
Or: mayod@ci.ellensburg.wa.us

Coho Water Resources, LLC
Chris Pitre
123 N 77th St.
Seattle, WA 98103-4605
Or: chris@cohowr.com

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer

or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

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

CONSULTANT: **THE CITY OF ELLENSBURG:**

Role: Confluence will support technical communications with DOH regarding consideration of surface water influences on the source of recharge water (City Wells) for ASR operations, and the possible need for advanced treatment (Subtask 2.5).

Gray & Osborne

Dave Ellis, P.E., based in Yakima, WA, will be the point of contact for Gray & Osborne, Inc. (G&O). G&O has worked for the City for several decades, including updating water system plans and recently upgrading the City's wastewater treatment system. Their focus is civil engineering of municipal infrastructure.

Role: G&O will provide civil engineering support, particularly in the following subtasks:

Subtask 3.3 Hydraulic modeling of the distribution system.

Subtask 3.4 Inspection of wellhead seals.

Subtask 3.5 Well retrofit engineering.

Central Washington University

Carey Gazis will be the point of contact for Central Washington University. Dr. Gazis has taught at CWU since 1997 with emphases on hydrogeology, geochemistry and isotopes. She co-authored a seminal research paper on the geochemistry of groundwater in the Kittitas Valley.¹

Role: Dr. Gazis will provide support in the collection, analysis and interpretation of geochemistry data. All analysis will be conducted according to the QAPP. Students may participate in the cost-efficient gathering of water quality data and/or water quantity data (e.g., water level, meter readings, transducer downloads, etc.).

¹ Taylor, S.A. and C.A. Gazis, 2014. A geochemical study of the impact of irrigation and aquifer lithology on groundwater in the Upper Yakima River Basin, Washington, USA. *Environ Earth Sci* (2014) 72:1569–1587 DOI 10.1007/s12665-014-3062-7



EXHIBIT E. SUBCONSULTANTS

The following subconsultants may be retained by Coho to complete portions of the work. The key point of contact/project manager, a brief descriptor of capabilities, and roles in the Ellensburg ASR feasibility study project are presented. Approval of this scope of work reflects the City's acceptance of Coho's engagement of these subconsultants to complete the scope of work.

Geosyntec Consultants, Inc.

Robert Anderson (Bob) will be the point of contact for Geosyntec. He is a senior consultant with over 30 years experience of groundwater management in the states of Washington, Oregon and California. His areas of expertise include Managed Aquifer Recharge. He was the project director for:

- Evaluation of Managed Aquifer Recharge sites across the Yakima Basin, which included identifying the Ellensburg ASR project as a prime candidate for groundwater storage.
- Manashtash Creek assessment of hydraulic continuity between and conjunctive use of surface water and groundwater.
- Evaluation of Surface Aquifer Recharge in the East Kittitas Valley.

Role: Bob will provide high level review of technical work. Geosyntec may provide supporting staff for field work and/or technical analysis. Geosyntec may take the lead on geophysical surveys and computer simulation modeling of groundwater flow, if these are needed.

Confluence Engineering

Alex Mofidi will be the point of contact for Confluence Engineering. Alex is a senior project manager with over 25 years of experience evaluating and optimizing potable water treatment, assessing effectiveness of drinking water disinfectants, developing water quality monitoring and improvement programs, developing design criteria for new applications of conventional and advanced treatment technologies, and facilitating the evaluation and design of water quality and treatment solutions for clients across North America, Australia, New Zealand, and East Asia.



EXHIBIT D. BUDGET

A budget of \$300,000 is allocated to this scope of work (Table 3). Coho may reallocate budget between tasks in response to realized efficiencies and recognized needs within the total project budget. If budget is reallocated between tasks, expenditure of budget will continue to be accounted within the original tasks, and Coho will maintain documentation tracking such reallocations.

Table 3: Budget. (Exhibit D)

Task	Budget
1. Project Administration/Management	\$0
2. Preliminary Permitting	\$69,000
3. Preparation & Engineering	\$119,000
4. ASR Application	\$45,000
5. Reporting	\$67,000
TOTAL:	\$300,000



EXHIBIT C. RATES

This work will be conducted on a time and materials basis using the rates in Table 2.

Table C1: Rates (general).

Labor	\$150/hr
Travel (Seattle-Ellensburg round trip; includes tolls, gas, car rental, ferries) *	\$150/trip
Travel (additional mileage; e.g., during field work)	Federal mileage rate (\$0.585 for 2022; may be adjusted if/when the federal rate changes – e.g., on Jan. 1, 2023)
Hotel *	\$150/night
Per diem	\$50/day
Contractors, including drillers	Cost + 15%
Subconsultants, laboratories, and other expenses	Cost + 10%

* Travel and accommodation may be higher if supported by the federal mileage rate or receipts.

Table C2: Rates (equipment).

Item *	Day	Week	Month
Transducer & Data Logger	\$30	\$120	\$360
Water Level Meter ("sounder", 200', 500')	\$20	\$80	\$240
Rossum Sand Tester	\$20	\$80	\$240
Field Kit (general, consumables) **	\$25	\$100	\$300
Water Quality Field Params. ***	\$25	\$100	\$300
Free chlorine field colorimeter	\$50	\$100	\$300
Water Quality Multimeter (T, DO, Eh, pH, Cond.)	\$100	\$300	\$1,000

* Discounted rates available for long-term periods.

Items not listed will be charged at less than offered by local competitors.

** Sample bottles/bags, tools, clamps, cables, Rite-in-the Rain, chains, transducer hangers, etc.

*** Titration alkalinity, EDTA hardness, methyl orange and phenolphthalein (total) acidity.



Table B1: Deliverables and Schedule

Number	Description	Due Date
1.1	Progress Reports submitted quarterly and with each payment request.	Quarterly
1.2	Recipient Closeout Final Report.	June 30, 2023
2.1	Memorandum summarizing preapplication meeting.	Two weeks after the Pre-Application meeting.
2.2	ASR pilot test plan.	June 30, 2022
2.3	SEPA checklist determination.	July 31, 2022
2.4	QAPP.	Three weeks after Coho receives from the City authorization to proceed.
2.5	Documentation of DOH consultation.	July 31, 2022
3.1	Engineering design report.	Sept. 30, 2022
3.2	Bid package, including design report, plans, specifications and engineer estimate.	Sept. 30, 2022
4.1	Programmatic framework report.	Nov. 30, 2022
4.2	AKART	December 31, 2022
4.3	Ecology application for a groundwater reservoir water right and supporting documents.	Dec. 31, 2022
5.1	Draft technical report.	March 31, 2023
5.2	Project presentation to the Groundwater Subcommittee.	To Be Determined
5.3	Final technical report.	May 31, 2023
5.4	Data upload to Ecology's EIM system.	June 30, 2023



EXHIBIT B. SCHEDULE

The effective date of this project is January 1, 2022. The Time of Performance will extend through June 30, 2023. These dates are largely the same as in the Agreement between the City and Ecology. Deliverable dates listed in the City-Ecology contract, which were developed in the fall of 2022, are listed below. Because of delays in contracting between the City and Ecology, these deliverable dates are not firm, but provide a relative time scale for execution of the work. The term for execution of the work was originally two years, but delays in establishing an agreement have shortened the term to 16 months. Ecology has confirmed with Coho that Ecology will provide flexibility in execution of the work and a no-cost extension of the term, if requested. Coho will endeavor to execute the work within the currently existing term.



A draft report will be submitted to the City and Ecology for review.

Subtask 5.2. Presentations

A presentation of the findings will be made to the City (e.g., staff, the Utilities Advisory Committee, or Council/Councilmembers). Following submission of the draft report to Ecology, a presentation will be made to the YBIP GWSC.

Subtask 5.3. Final Report

A final report will incorporate edits and comments received from the City and Ecology.

Subtask 5.4. Environmental Information Management (EIM) Data Entry

Coho will enter data produced by this project into Ecology's EIM system.

Table 5: Task 5 deliverables and schedule.

Number	Description	Due Date
5.1	Draft technical report.	March 31, 2023
5.2	Presentations to the City and the YBIP GWSC.	To Be Determined
5.3	Final technical report.	May 31, 2023
5.4	Data upload to Ecology's EIM system.	June 30, 2023



Subtask 4.3. Application

An application for a groundwater reservoir water right will be prepared consistent with Ecology guidelines. It is assumed that existing information will provide needed support, and minimal new material will be needed. Priority processing of the application is expected under WAC 173-152-050(2)(g) and WAC 173-157-200.

Table 4: Task 4 deliverables and schedule.

Number	Description	Due Date
4.1	Programmatic framework report.	November 30, 2022
4.2	AKART	December 31, 2022
4.3	Ecology application for a groundwater reservoir water right and supporting documents.	December 31, 2022

TASK 5. REPORTING

The intent of this task is to prepare for Ecology an ASR groundwater reservoir application and associated documents.

Subtask 5.1. Analysis & Draft Report

Data will be compiled and analyzed. The analysis and presentation of the information will be conducted by senior technical personnel with extensive experience in the field of Managed Aquifer Recharge (MAR). The conceptual model presented in the prefeasibility study will be updated.

Products from other project tasks will be incorporated as: integral parts of the report; attachments or appendices; or, by reference (e.g., consultation with DOH; analytical laboratory data sheets; engineering bid package).

A scope of work for the next phase will be developed that will cover engineering/construction retrofits and execution of a pilot test, as appropriate. A budget based on an engineer's cost estimate and a schedule will be included.



TASK 4. ASR APPLICATION

The intent of this task is to prepare for Ecology an ASR groundwater reservoir application and associated documents.

Subtask 4.1. Programmatic Framework

A programmatic framework is considered important to define expectations of all parties involved in the development of an ASR program by the City of Ellensburg (e.g., the City, Ecology, and local irrigation districts). The framework will include present the following, to the appropriate resolution within the limitations of time and budget:

- Interests of various entities (e.g., cities, counties, State agencies, Reclamation, the Yakama Nation, irrigation districts, YBIP, and others).
- Legal framework for ASR operations.
- Allocation of benefits.
- Operations and costs.
- Funding.

The Ellensburg ASR program is being developed as an integral part of the Yakima Basin Integrated Plan. Input to the programmatic framework will be solicited from local irrigation districts (e.g., Kittitas Reclamation District and the Ellensburg Water Company).

Subtask 4.2. AKART

An All Known Available And Reasonable Treatment (AKART) analysis will be conducted consistent with Ecology guidance. This analysis will be modeled after other ASR programs in the Yakima Basin, including those of the cities of Yakima and Kennewick. Disinfection By-Products (DBPs) are expected to be the variable of principal concern. The source of recharge water (i.e., City Wells) and points of recharge and recovery are all permitted drinking water sources. The AKART will be supported with new water quality data collected under Subtask 3.1 (Water quality baseline).



In addition to modeling pilot test hydraulics, alternative ASR recharge scenarios for full ASR operation will be modeled to evaluate the ability of the existing infrastructure to: 1) deliver recharge water to candidate recharge wells; 2) maintain required minimum distribution system pressure for customers, fire safety and DOH standards; and, 3) resulting well head pressures during recharge operations.

Subtask 3.4. Inspection of Wellhead Seals

The condition of seals at the wellhead will be inspected. As-built drawings will be examined, and a field visit will be conducted to verify conditions. Seals of the pump, sounding tubes, electrical lines and other conduits into the well will be checked. Operating ASR recharge pressure ranges for selected wells will be recommended.

Subtask 3.5. Well Retrofit Engineering

ASR injection and recovery retrofit options will be evaluated and a design will be selected for the Route Well 10 for pilot testing and for future ASR operations. Engineering design specifications will be prepared to conduct an ASR pilot test at the Route 10 Well, and a project report will be prepared for DOH. A bid package and engineer's cost estimate will be prepared.

Subtask 3.6. Observation Well Network

A groundwater monitoring network will be established using wells chosen in the Pilot Test Plan. The existing wells will be retrofitted for groundwater monitoring purposes. Water level data from selected wells will be collected by installing transducers in the wells and/or programming the City's Supervisory Control And Data Acquisition (SCADA) system.

Table 3: Task 3 deliverables and schedule.
(Deliverable numbers do not correlate to Subtask numbers.)

Number	Deliverable Description	Due Date
3.1	Engineering design report.	September 30, 2022
3.2	Bid package, including design report, plans, specifications and engineer estimate.	September 30, 2022



Table 2: Task2 deliverables and schedule.

Number	Description	Due Date
2.1	Memorandum summarizing preapplication meeting	Two weeks after the Pre-Application meeting.
2.2	ASR pilot test plan	June 30, 2022
2.3	SEPA checklist determination	July 31, 2022
2.4	QAPP	Three weeks after Coho receives from the City authorization to proceed.
2.5	Documentation of DOH consultation	July 31, 2022

TASK 3. PREPARATION & ENGINEERING

The goal of this task is to assess the technical viability of conducting a pilot ASR test and provide engineering design and specifications for retrofitting the Route 10 Well to receive recharge water. The task contains the on-the-ground preparatory work required to conduct the ASR pilot test.

Subtask 3.1. Water Quality Baseline

Baseline water quality data from the source of recharge water and the recharge well will be obtained to evaluate geochemical reactions during ASR operations. Candidate natural element tracers for water balance calculations will be identified.

Subtask 3.2. Route 10 Well Pre-ASR Efficiency Test

A step-rate pumping test will be conducted on the Route 10 Well to evaluate well efficiency and potential issues under ASR operating conditions.

Subtask 3.3. Hydraulic Modeling of the Distribution System

The hydraulics (pressure and flow rates) of the distribution system will be modeled simulating the delivery of water from City Wells to three recharge wells (Route 10, Hayward and Illinois Wells). ASR modeling scenarios will be performed using the City's existing hydraulic distribution system model to determine distribution system response.



- e. Schedule of collection of groundwater level and flow rate data.
- f. Schedule of water quality monitoring.

The plan will summarize the authority and permitting under which the pilot test will be conducted. The plan will be prepared using input from the pre-application meeting and will be updated for inclusion with an application package.

Subtask 2.3. SEPA Checklist

A SEPA checklist will be prepared for an ASR pilot test. Within the limits of time and budget, the SEPA checklist will cover operation of an ASR program to support a groundwater reservoir water right application under Task 5.3. The lead entity for evaluating the SEPA checklist is expected to be the City of Ellensburg.

Subtask 2.4. QAPP

A Quality Assurance Project Plan (QAPP) will be developed for project data collection and analysis work. The QAPP will be approved by Ecology and signed before data collection begins.

Subtask 2.5. Consultation with DOH

The Ellensburg ASR pilot test will use the City of Ellensburg drinking water system, which will require modifications to allow recharge from one permitted drinking water source (City Wells – DOH source #S01) to another permitted drinking water source (Route 10 – DOH source #S10). The Washington Department of Health (DOH) will be consulted on the topics of drinking water quality, maintenance of the security of drinking water sources, meeting construction criteria for drinking water system components, and a project report for retrofits. The results of modeling the hydraulics of the distribution system under recharge operations (Subtask 3.3) will be shared with DOH.



- Substantive changes in approach and/or budget (actual, anticipated and/or requested).

Invoices will list:

- Work conducted in the period of the invoice.
- Listing of effort (hours) by Coho, and expenses (e.g., subconsultants, laboratory analysis, equipment rental, travel, printing).
- Total project and task summary budget status.

Budget: There is no budget for this task. Effort will be accounted to tasks on which work was conducted during the invoice period.

TASK 2. PRELIMINARY PERMITTING

The goal of this task is meet preliminary permitting requirements for an ASR application, develop a deliberate approach to conducting an ASR pilot test, identify data collection needs, and obtain preliminary regulatory approvals. Documentation of activities under this task will be incorporated into the final project report (Task 5).

Subtask 2.1. ASR Reservoir Permit Pre-Application Meeting

Coho will arrange and attend a pre-application meeting with the City and Ecology for an ASR groundwater reservoir permit. Coho will prepare background information in a package of meeting materials with supporting visual materials and a draft application (i.e., the application will not be complete). The pre-application meeting will guide the work conducted in this project and provide a basis for preparing and submitting an ASR application under Subtask 4.3.

Subtask 2.2. ASR Pilot Test Plan

A pilot test plan will identify:

- a. The source of recharge water and the recharge well.
- b. Rates and volumes of water to be recharged, duration of storage, and rates and volumes of water to be recovered.
- c. The fate of recovered water.
- d. Observation wells.



EXHIBIT A. SERVICES (Scope of Work)

This project is comprised of five tasks (Table 1).

Table 1: Task and budget summary.

Task	Coho Budget
1. Project Administration/Management	\$0
2. Preliminary Permitting	\$69,000
3. Preparation & Engineering	\$119,000
4. ASR Application	\$45,000
5. Reporting	\$67,000
TOTAL:	\$300,000

Descriptions of the tasks follow. Details presented in this Exhibit A Scope of Work are short for brevity. More complete descriptions contained in the City-Ecology contract are incorporated into Coho's scope of work by reference.

TASK 1. PROJECT ADMINISTRATION / MANAGEMENT

The goal of this task is to ensure a properly managed project that meets the agreement and Department of Ecology administrative requirements.

This task will be done by the City. Coho will support the City in this task as an integral part of other tasks but has no allocated budget for this task. Effort will be accounted to tasks on which work was conducted during the invoice period. While there is no budget allocated for Coho on this task, this task is included in this scope of work to maintain consistency with the Agreement between the City and Ecology in task numbering.

Description: Coho will provide monthly progress reports and invoices for the City to review and submit to Ecology for reimbursement. The progress reports will describe:

- Work conducted in the invoice period.
- Work anticipated to be conducted in the coming month.



Should this project find it to be feasible to proceed with a pilot ASR test, a scope of work, budget and specifications will be prepared as a grant application to the YBIP GWSC.

The parties involved (City, Ecology & Coho) have a high level of professional trust, which has been established from having worked together for many years.

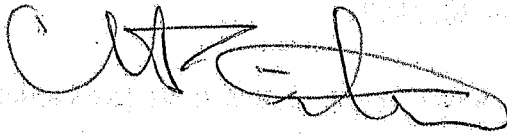
LIMITATIONS

Coho will conduct this work to meet professional standards at the place and time in which it is conducted, within the limitations of time and budget.

Thank you for this opportunity to be of service. We appreciate the complex challenge of managing the City's water resource assets and look forward to continuing to support the City in this work.

Sincerely,

Coho Water Resources, LLC



Chris Pitre
Principal
(206) 406-9596
chris@cohowr.com

cc: Ryan Lyyski, Director of Utilities and Public Works, City of Ellensburg
Sherry Wilhelm, Coho Water Resources, LLC





Coho Water Resources

Integrated Water Resources Management

February 10, 2022

Coho Ref: ELL-11

Derek Mayo, City Engineer
Department of Utilities and Public Works
City of Ellensburg
501 North Anderson St.
Ellensburg, WA 98926

Re: Ellensburg ASR Feasibility Study

Dear Mr. Mayo:

This scope of work for \$300,000 is presented to the City of Ellensburg (City) for Coho Water Resources, LLC (Coho) to conduct a feasibility study of an Aquifer Storage and Recovery (ASR) program. This work is funded by a \$300,000 grant from the Washington Department of Ecology (Ecology) with whom the City has entered into an agreement (Agreement No. WRYBIP-2123-EllePW-00028; attached by reference). Funding for this project was provided to the City by the Yakima Basin Integrated Plan (YBIP) Groundwater Subcommittee (GWSC; YBIP GWSC).

The budget for Coho's scope of work is the same as the amount of the Ecology agreement, and Coho's scope is to effectively fulfil the technical requirements of the grant. Coho will assist the City in fulfilling project administrative requirements (Task 1). The term of the project is the same as the City's agreement with Ecology: the effective start date is January 1, 2022; the end date is June 30, 2023).

This project will evaluate the feasibility of an ASR program and prepare to conduct a pilot test. Tasks will include initiating permitting, modeling the distribution system, and analyzing water quality. An ASR project in Ellensburg will improve the reliability of municipal water supply and increase water availability generally in the Yakima Basin. Exhibits following this cover letter are:

- Exhibit A: Services (scope of work)
- Exhibit B: Schedule
- Exhibit C: Rates
- Exhibit D: Budget
- Exhibit E: Subconsultants

Coho Water Resources, LLC
123 N 77th St
Seattle, Washington 98103
www.cohowr.com

By:

Printed Name: Sherry Wilhelm

Title: Principal

Tax ID#: 47-5581030

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney



AGENDA REPORT

Meeting Date:	February 17, 2022
Agenda Subject:	Department of Commerce - Energy Assistance Report
Submitted by:	Buddy Stanavich Public Works & Utilities
Recommended Action or Motion:	None - Information Only
Background/Summary:	All electric utilities in Washington are required to report on their energy assistance programs under RCW 19.405.120(4) by Feb. 1, 2022. City staff completed the report and submitted it to Commerce. The Department of Commerce Energy Assistance webpage can be found at: https://www.commerce.wa.gov/growing-the-economy/energy/ceta-energy-assistance/ Submitted Energy Assistance Reports can be found at: https://deptofcommerce.app.box.com/s/lnn29ikd1vn1fdx2rvks9s page=3
Previous Council Action:	None
Analysis:	None
Financial Impact:	Financial impact not known at this time
Attachments:	2021-10-28 - Ellensburg Energy Assistance Reporting-Template_RCW19.405.120.4.pdf

RCW 19.405.120(4) Reporting Template

This document is due to Commerce by February 1, 2022. You must provide data for both 2019 and 2020 (Jan -Dec). This reporting template is for compliance with the requirements under the Clean Energy Transformation Act (CETA), RCW 19.405.120(4):

(4)(a) In addition to the requirements under subsection (3) of this section, each electric utility must submit biennially to the department an assessment of:

- (i) The programs and mechanisms used by the utility to reduce energy burden and the effectiveness of those programs and mechanisms in both short-term and sustained energy burden reductions;*
- (ii) The outreach strategies used to encourage participation of eligible households, including consultation with community-based organizations and Indian tribes as appropriate, and comprehensive enrollment campaigns that are linguistically and culturally appropriate to the customers they serve in vulnerable populations; and*
- (iii) A cumulative assessment of previous funding levels for energy assistance compared to the funding levels needed to meet: (A) Sixty percent of the current energy assistance need, or increasing energy assistance by fifteen percent over the amount provided in 2018, whichever is greater, by 2030; and (B) ninety percent of the current energy assistance need by 2050.*

(b) The assessment required in (a) of this subsection must include a plan to improve the effectiveness of the assessed mechanisms and strategies toward meeting the energy assistance need.

For questions about this data please contact Sarah Vorpahl ceta@commerce.wa.gov or visit the Commerce website: <https://www.commerce.wa.gov/growing-the-economy/energy/ceta-energy-assistance/>

Questions marked with an asterisk are mandatory. Unmarked questions are subject to availability of data.

Definitions (References for definitions taken directly from CETA are indicated with statutory reference)

"Crisis/Emergency Program" is typically a one-time financial assistance or arrangement to prevent or in response to service shut offs or interruptions

"Energy assistance" means a program undertaken by a utility to reduce the household energy burden of its customers.

(a) Energy assistance includes, but is not limited to, weatherization, conservation and efficiency services, and monetary assistance, such as a grant program or discounts for lower income households, intended to lower a household's energy burden.

(b) Energy assistance may include direct customer ownership in distributed energy resources or other strategies if such strategies achieve a reduction in energy burden for the customer above other available conservation and demand-side measures. [RCW 19.405.020(15)]

"Energy assistance need" means the amount of assistance necessary to achieve an energy burden equal to six percent for utility customers. [RCW 19.405.020(16)]

"Energy burden" means the share of annual household income used to pay annual home energy bills. [RCW 19.405.020(17)]

"Long-term Program" refers to measures that create sustained energy savings, such as heating, air-sealing, insulation, windows or other energy efficiency measures.

"Low-income" means household incomes that do not exceed the higher of eighty percent of area median income or two hundred percent of federal poverty level, adjusted for household size. [RCW 19.405.020(25)]

"Short-term Program" refers to monthly, bi-monthly or annual payments, or other offsets to billing.

Part A. General information**Company Information**

Company	City of Ellensburg
EIA ID	6149
Address	501 N Anderson St
City/Town	Ellensburg
State	WA
Zipcodes served (including partial)	98926

Program and Contact Information

Name of Program/Mechanism	Contact Name	Email Address	Phone Number
City of Ellensburg Energy Assistance	Buddy Stanavich	stanavichm@ci.ellensburg.wa.us	509-962-7225

Part B. Individual Program Information

Please fill out each question for each individual energy assistance program. Include any program that reduces energy burden for customers of your utility, including those your utility administers and those administered by a third party. Please only include those programs that include some amount of utility funds.

Programs that do not exclusively serve low-income customers may be included, as long as the participation of and impact to low-income customers can be separately tracked or reported. Examples of such programs include multifamily energy efficiency or manufactured home replacement programs.

Complete this section for each energy assistance program that serves electric customers. Programs can serve other fuel types, but reporting should only include information related to electric customers.

Program Overview*			
Name of Program	Mechanism used to reduce energy burden (Choose one)	Program Type (Choose one - see definitions section)	Fuel Type(s)
Low Income Rate	Rate discount	Short term	Electric
Low Income Energy Efficiency Projects	Energy efficiency	Long term	Electric
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	
	Choose an item.	Choose an item.	

*****Please include separate responses for each program. Use as many tables as you need. Please add more copies of the following program table template if necessary*****

Program name	Low Income Rate
How long has the program been running? (50 words max)*	Since at least 1980
Targeted customer segments and program eligibility requirements (100 words max)*	“Low-income disabled citizen” means a person with a combined household income at or below 125 percent of the federally established poverty level who: (A) provides documentation of disability from the Social Security Administration of the federal government; or (B) qualifies for special parking privileges under RCW 46.19.010(a) through (j); or (C) demonstrates through documentation from a qualified medical professional that he or she has a disability identified in RCW 46.19.010(a) through (j); or (D) qualifies as a blind person as defined in RCW 74.18.020. “Low-income senior citizen” means a person who is 65 years of age or older with a combined household income at or below 125 percent of the federally established poverty level.
Is this a utility, third-party or hybrid program? (Please provide further details for hybrid programs, which are run both by the utility and third party)*	Utility program, but customers must work with a third-party for income and disability verification as well as required to have conservation education in order to qualify.
What are the administration and/or implementation roles of the utility (e.g. application processing, income verification, marketing, audits, energy efficiency measure installation)*	Income verification, conservation education and energy efficiency measures are contracted out to the local CAP agency.
Updates since last energy assistance compliance report (not applicable for first report)	N/A

Program name	Low Income Energy Efficiency Projects
How long has the program been running? (50 words max)*	Since at least 2014
Targeted customer segments and program eligibility requirements (100 words max)*	Must qualify for low income energy efficiency measures per BPA implementation manual. Current income eligibility is set at 200% federal poverty level.
Is this a utility, third-party or hybrid program? (Please provide further details for hybrid programs, which are run both by the utility and third party)*	This is a hybrid program. The CAP agency proposes projects with qualifying customers. The City utilizes rate based and BPA energy efficiency funding to help pay for the installation and administration of energy efficiency measures.
What are the administration and/or implementation roles of the utility (e.g. application processing, income verification, marketing, audits, energy efficiency measure installation)*	Reviewing and approving projects; paying a portion of our EE budget for these projects; paying an administration fee
Updates since last energy assistance compliance report (not applicable for first report)	N/A

Program Outcomes

Please include separate responses for each program. Please add more copies of the following program table template if necessary

Program name	Low Income Rate	
	2019	2020
Total Number of program participants*	176	191
Total number of low-income program participants*	176	191
Total bill reductions for all participants in dollars*	\$70,945	\$94,493
What are the annual goals or targets for this program* (e.g. # customers served, energy savings aMW, assistance amount provided). If no goal exists enter "none." You may provide a quantitative value or narrative explanation.*	none	none
For each annual goal or target, what were the program outcomes? Please provide outcomes by occupancy status (e.g., renter vs. owner), if available.	N/A	
Subject to availability, please disaggregate the participant bill reductions provided above by: 1. income bracket 2. occupancy status (e.g., renter vs. owner)	Unknown	
Describe successes and challenges of the program to reduce energy burden. (500 words max)*	The simplified tariff of providing a 50% discount to rates has simplified the program and reduced potential for errors. Income verification is a challenging, time-consuming, and sensitive process that used to be done in-house annually. To simplify the application process and increase access to more resources, the verification process was contracted out and changed to bi-annually in 2020. The program costs are rate based, the revenue requirement of subsidizing the low-income rate program is spread over all other rate classes.	
A utility may report additional metrics for a program to demonstrate how the mechanism reduces energy burden. For example, reporting average % reduction of energy burden or energy bill for households in program.	Unknown	

Program name	Low Income Energy Efficiency Projects	
	2019	2020
Total Number of program participants*	3	2
Total number of low-income program participants*	3	2
Total bill reductions for all participants in dollars*	N/A	N/A
What are the annual goals or targets for this program* (e.g. # customers served, energy savings aMW, assistance amount provided). If no goal exists enter "none." You may provide a quantitative value or narrative explanation.*	None	None
For each annual goal or target, what were the program outcomes? Please provide outcomes by occupancy status (e.g., renter vs. owner), if available.	N/A	
Subject to availability, please disaggregate the participant bill reductions provided above by: 1. income bracket 2. occupancy status (e.g., renter vs. owner)	Unknown	
Describe successes and challenges of the program to reduce energy burden. (500 words max)*	Improving efficiency and lowering bills has been successful.	
A utility may report additional metrics for a program to demonstrate how the mechanism reduces energy burden. For example, reporting average % reduction of energy burden or energy bill for households in program.		

Program Costs***2019**

Program Name	Incentive or direct customer assistance expenditure (\$).	Program administration and operation, including marketing and outreach (\$). Reported amount should include expenses for both direct utility funded programs as well as administrative costs or overhead for third party funded programs such as administrative costs from a CAP/utility contract.	If not included in program administration costs, please report utility staffing costs (\$). You may approximate utility staffing FTEs for this program using approximate staff time multiplied by annual salary.
Low Income Rate	\$70,495		\$10,000
Low Income Energy Efficiency Projects	\$13,686	\$3,302	

2020

Program Name	Incentive or direct customer assistance expenditure (\$).	Program administration and operation, including marketing and outreach (\$). Reported amount should include expenses for both direct utility funded programs as well as administrative costs or overhead for third party funded programs such as administrative costs from a CAP/utility contract.	If not included in program administration costs, please report utility staffing costs (\$). You may approximate utility staffing FTEs for this program using approximate staff time multiplied by annual salary.
Low Income Rate	\$94,493	\$3,510	
Low Income Energy Efficiency Projects	\$13,244	\$2,853	

Conservation Programs

Please use the "Conservation Program Calculator.xlsx" available in the CETA EAP website to fill in the following table.

Provide a list or reference of energy efficiency measures offered by the utility.*

Please provide your retail rate, measures, and number of units installed or households served for each measure. Please refer to the Northwest Power and Conservation Council Regional Technical Forum (RTF) to look up the annual savings and estimated useful life for each measure.*

Program Year	Measure	BPA reference number (if applicable)	# of low-income units/households	Per unit annual kWh savings (from RTF**)	Estimated Useful Life (EUL) (from RTF)	Rate (\$/kWh)	Annual bill savings (= kWh savings* rate*# of units)	Lifetime bill savings [= net present value (discount rate***; annual value)]
2019	Floor Insulation R0 - R25 - Zonal	LHVEN12736	2	121.2	45	0.0369	\$8.94	\$219.31
2019	Attic Insulation R19 - R49 - Zonal	LHVEN12730	1	164.4	45	0.0369	\$6.07	\$148.74
2019	Prescriptive Air sealing	LHVEN12057	1	169.6	45	0.0369	\$6.26	\$153.44
2019	DHP	LHVHS13035	1	2435	15	0.0369	\$89.85	\$1,072.64
2019	MH Floor insulation - R0 - R22 - Any electric	LHVEN11908	1	831.6	25	0.0369	\$30.69	\$534.34
2019	MH Whole house air sealing	LHVEN11526	1	462	25	0.0369	\$17.05	\$296.86
2020	MH Floor Insulation - R11 - R22 - Any Electric	LHVEN10022	1	369.6	25	0.0369	\$13.64	\$237.48
2020	Exterior Door	LHVEN12040	1	135.9	20	0.0369	\$5.01	\$74.61
2020	DHP	LHVHS13035	1	2435	15	0.0369	\$89.85	\$1,072.64
2020	Attic Insulation R19 - R49 - Zonal	LHVEN12730	1	313.2	45	0.0369	\$11.56	\$283.36

**RTF = Regional Technical Forum (<https://rtf.nwcouncil.org/measures>)

***equivalent to the cost of financing a loan to pay for the efficiency measures upfront). DOE recommends also recommends 3%

Arrearage Management

Please report only on arrearage management programs that reduce energy burden for customers. As with previous sections, programs that do not exclusively serve low-income customers may be included, as long as the participation of and impact to low-income/high-burden customers can be separately tracked or reported, and only report information for electric customers.

Complete this section for each energy assistance program that serves electric customers. Programs can serve other fuel types, but reporting should only include information related to electric customers.

Program name	None
What is the average arrearage amount for program participants at the time of their enrollment?*	
What is the term of the program or what is the typical number of months over which payments are spread out?*	
What percent of arrearages or dollar value does the program intend to forgive for participants?*	
Some customers may not complete the full program term. On average, what percent of arrearages are actually forgiven by the program?	
A utility may report additional metrics for a program to demonstrate how the arrearage management program reduces energy burden.	

Part C. Plan to Increase Effectiveness

In the space provided below and based on the data provided, provide a plan to improve the effectiveness of energy assistance programs and strategies toward meeting energy assistance need, including concrete actions and discussion of the following: *

Describe how your utility plans to demonstrate progress towards providing energy assistance pursuant to the goals in RCW 19.405.120(4)(a)(iii):

- Sixty percent of the current energy assistance need, or increasing energy assistance by fifteen percent over the amount provided in 2018, whichever is greater, by 2030; and
- Ninety percent of the current energy assistance need by 2050. (500 words max) *

The assessment must touch on the following areas and include the following information in your plan to demonstrate progress:

a. Short-term and sustained energy burden reduction

(i) Changes to short-term programs

(ii) Changes to long-term programs

(iii) Please describe how the mix of energy assistance programs prioritize short-term versus sustained energy burden reduction.

b. Outreach

(i) Program targeting and outreach effectiveness to underserved or vulnerable customers

(ii) Program targeting and outreach effectiveness to high burden customers

(iii) Customer satisfaction (ease of enrollment, access issues etc...)

c. Funding

(i) Program funding from the utility

(ii) Program funding from federal or state programs

(iii) Program funding from other sources.

(iv) Please provide information as to the consistency of these funding sources (i.e. if donation based, average year over year variations in total funding available)

(v) Program operational efficiency at reducing energy assistance need using available funding

The City of Ellensburg Residential Low-Income Rate Relief program for the electric utility customers increased by more than 28% from 2018 to 2019 and by more than 52% from 2018 to 2020.

The City will continue to collaborate with our local CAP agency, HopeSource, to provide energy conservation education and energy efficiency project funding to reduce customer's energy burden in the long term.

HopeSource also reviews all applications for participation in the low-income rate program to determine whether customers qualify.

Funding for the low-income rate program is built into the electric utility rates and spread across all rate classes.

The City administers the BPA energy efficiency program and pays for the funding of this program through our BPA rates in order to pay rebates for energy efficiency projects across all rate classes. Low income energy efficiency projects are paid at a higher rate than projects that are not for low income customers.

LIHEAP funds come in through HopeSource to apply to customer accounts.

Part D. Outreach and Targeting

Data reported in this section can be cross-cutting for all energy assistance programs. Information on individual programs can be included if the utility wants to provide it. Utilities may also use an individual program to highlight specific efforts on outreach and targeting.

1. Describe outreach to low-income households including partnerships with community-based organization and Tribes to deliver programs. If applicable, describe how outreach prioritizes households with high energy burden. Narrative should include the following elements: *

a. Process. Describe how program design and/or messaging reflects input from eligible communities. Describe any way that outreach is tracked, evaluated, and reported on.

b. Design. Describe any way the program is linguistically and culturally appropriate for vulnerable populations, including utility strategies to handle language barriers.

c. Targeting. Describe how this program is directed to prioritized communities.

By partnering with our local CAP agency, HopeSource, the City dramatically increased our outreach to low income customers. HopeSource's outreach and marketing plans are designed to reach low-income households and are part of their approved LIHEAP energy assistance plan filed with the Department of Commerce. This includes partnerships and marketing to other low-income providers in the community (affordable housing providers, food banks, Head Start, adult activity centers, etc.) and cross referrals between different low-income service programs. Persons with English as a second language are also accommodated as part of HopeSource's outreach. Most program materials are available in Spanish and HopeSource has multiple staff members who can communicate with Spanish-speaking customers.

HopeSource is also able to target high energy users by evaluating billing history when customers apply for energy assistance and providing them with conservation education and referring them to weatherization services.

Outreach and targeting effectiveness.

This section is meant to provide a gap analysis of service from current programs. If quantitative or qualitative data is not available, please provide as much anecdotal information as possible in the space provided, including insights from Community Action Councils/Partnerships and other community partners.

Using the DOE LEAD tool, Census, American Community Survey or utility data:

Report the percent of **customers in your service territory** who belong to the following segments:

1. Low-income (200% FPL or 80% AMI)
2. High energy burden (over 6%)
3. Renters
4. Limited English speakers
5. Seniors (65+)

Segment	Kittitas County	City of Ellensburg
Low Income (200%FPL or 80% AMI or less)	32%	47%
High Energy Burden (over 6%)	Unknown	unknown
Renters	41%	66%
Limited English	1%	2%
Seniors (65+)	16%	10%

Using the DOE LEAD tool, Census, American Community Survey or utility data:

Report or estimate the percent of **program participants** that belong to the 5 segments in the previous section. Please comment on the makeup of program participants vs. all customers and identify clearly underserved customer segments.

At this time, we have some comparisons between City of Ellensburg customers and Kittitas County households served by the LIHEAP program as provided by the local CAP, HopeSource. LIHEAP client data includes program participants data. In the future we hope to isolate the demographic and energy of just the City's program participants

Segment	Kittitas County	City of Ellensburg	LIHEAP Clients – Kittitas County
Low Income (200%FPL or 80% AMI or less)	32%	47%	100%
High Energy Burden (over 6%)	NA	NA	NA
Renters	41%	66%	67%
Limited English	1%	2%	4%
Seniors (65+)	16%	10%	41%

Geographical equity: To understand the accessibility of programs please provide information on the geographic component of service provided.

Compare the number of low-income program participants in different geographical areas to the geographical distribution of your customers (e.g. by zip code, city or census tract). Please identify any regions, cities or communities that appear underserved by the program and comment on potential causes. You may include a narrative response for this answer.

No meaningful comparisons are available to compare the subsets of the geographical data of low-income participants with census tract data given the relatively small geographic service area of the City of Ellensburg Utility.

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
February 17, 2022

Consent Items

Agenda Reports for items approved by the City Council since our last meeting are attached.

All Utilities

- All utilities on the Bull Road project have been installed completing the necessary loops of the utilities. The project has a temporary winter shut down, with a few minor restoration items remaining that will be completed when weather allows.
- COSA Update - Staff is responding to a preliminary data request to allow FCS Group to begin updating the information required for the Comprehensive Multi-Utility Rate Study Update.

Sewer

- Collection crews did camera inspections and assessments of sewer lines in preparation for the 2022 Cured in Place, Sewer Line Rehabilitation Project.
- The wiring upgrades necessary for the installation of the new HVAC unit for the Laboratory are complete. The HVAC unit will be installed as soon as the work can be done without the threat of inclement weather and the roof is dry.
- When conditions allow, staff continues to work on widening the access road that surrounds the lagoon to make it safer and easier to navigate.
- The Bureau of Reclamation's Schaake Project is nearing completion. The land exchange is currently anticipated in 2022.

Water

- Water pumped for January 2022 was 75,833,000 gallons, compared to January 2021 which was 63,238,504.
- Crews are extending services and relocating meter boxes on Helena Ave. in preparation for the Helena Complete Streets project.
- Water crews have continued to assist with snow plowing and removal operations.
- Water division crews responded to and repaired two main breaks on cast iron mains. Customers were without water for less than one-half hour during the repair on Water St. between 5th and 6th, and were kept in service during the repair at 14th and Columbia Ave.
- Staff held a pre-construction meeting for the Illinios Well House project and associated water main installation on Helena Avenue from Water St. to Cora St. Construction is scheduled to begin this month, with construction completion anticipated for late 2022.
- The City of Ellensburg Water Division continues to operate with one operational pump at the Vuecrest Booster Station while waiting for the delivery of a replacement pump. The delay in receiving the new pump was anticipated and the emergency use of Brooklane Well is still an option if it becomes necessary in the interim. The arrival of the new pump is now expected in middle to late February due to difficulties in getting the materials to build the impeller.

- Staff submitted our draft Water System Plan (WSP) Update to the Dept. of Health (DOH) late this past summer and anticipate having DOH comments shortly. With this, we anticipate presenting the updated WSP to UAC early 2022.

Storm

- Staff continues to work on the annual stormwater management plan, which accompanies the annual report to Ecology in March.
- Gateway I designs are coming along, and staff anticipates project bid in May
- Gateway II design and permitting continues to move along.
- Staff is planning Earth Day events with CWU for April
- Staff is preparing to be interviewed by the Department of Ecology Flood Plains by Design group to move to round two of the application process for moving Wilson Creek off Brook Lane.
- Bridge/Levee project off Dolarway is moving forward with the CLOMR/LOMR process with FEMA.

Electric

- We are advertising for two vacant Journeyman Lineman positions.
- Potelco was dispatched to respond to a power outage at Gibson Truck Wash on 1/22/22.
- Crews have been focusing on a primary extension for development at 1500 W. Dolarway.
- Crews have energized the distribution the serves French Platt, still waiting on developer and PUD to give us the go ahead to cut over PUD customer that is in the middle of this Platt.
- Staff, with the aid of D. Hittle & Associates, has advertised for bid the substation power transformer for the Dolarway Substation project. The City received 9 bids with the lowest apparent bid being from Virginia Transformer Co. in the amount of \$1,009,840.10. The bid is above the Engineers Estimate of \$881,000 or approximately 13%. This increase is expected due to recent market conditions. Adequate budget exists to accommodate the additional cost. Staff is continuing to evaluate the bids and will begin contracting upon final determination of the lowest qualified bid. Considering the upcoming UAC and City Council schedule it is likely that staff will go directly to Council for award prior to the next UAC meeting.
- Staff advertised a request for consultant qualifications for the “Ellensburg South Substation Siting Study” and received one submittal from Electrical Consultants Inc. (ECI) Staff reviewed their qualifications and has completed contracting. The City Council approved the agreement at the February 7th meeting.
- Staff recently advertised Bid Call 2021-16 Electrical Utility On-Call Construction Services. Bids were due on January 19th at 3:00 p.m. and the City received two bids from Potelco Inc. and Titan Electric. Potelco Inc. was the lowest bid at \$490,231.16 with an engineer’s estimate of \$556,201.45. The bid was awarded at the February 7th City Council meeting.
- Staff advertised for two bids 2022-02 URD Bid Call and 2022-03 Distribution Transformers Bid both open on February 16th.

Gas

- Crews performed scheduled monthly pipeline patrol and tasks as well snow & ice patrols. Crews installed new PE main and service stubs off Bender Road in Ridgeview Plat Phase 3 and finished the final pressure test and tie-in of new PE main on the Bull and Berry Roads looping project. Crews are performing commercial meter maintenance and also completing annual operator qualification written tests and performing annual welding re-certifications.

- Staff advertised Bid Call 2021-07 Walnut Street Rectifier & Deep Well Anodes – Relocation & Replacement on Wednesday, December 8th. Bids were opened on December 29, 2021. MESA Products Inc. was the low bidder and was awarded the bid at the January 18, 2022 City Council Meeting.
- Staff continues to review material inventory and projected needs in anticipation of supply chain issues.
- Staff notified City Council at the February 7th City Council meeting, as required by Chapter 9.80 of the ECC, of nine (9) recent natural gas purchase commitments to Shell Energy North America. The purchase commitments are for the months of November through March and span over years 2022 through 2027. The purchase commitments are listed on the table below:

	Sumas	Wyoming Pool (Rox)
Deal ID	#15032323	#15032319
Dth's/Day	0	500
\$\$/Dth	\$5.11	\$4.10
Nov22-Mar23 - Total	<u>\$0</u>	<u>\$309,550</u>
Dth's/Day	500	500
\$\$/Dth	\$4.48	\$4.06
Nov23-Mar24 - Total	<u>\$340,480</u>	<u>\$308,560</u>
Dth's/Day	500	500
\$\$/Dth	\$4.14	\$3.85
Nov24-Mar25 - Total	<u>\$312,570</u>	<u>\$290,675</u>
Dth's/Day	500	500
\$\$/Dth	\$4.13	\$3.82
Nov25-Mar26 - Total	<u>\$311,815</u>	<u>\$288,410</u>
Dth's/Day	500	500
\$\$/Dth	\$4.11	\$3.75

Nov26-Mar27 - Total	<u>\$310,305</u>	<u>\$283,125</u>
Deal Totals	<u>\$1,275,170</u>	<u>\$1,480,320</u>
Total Purchase Amount	<u>\$2,755,490</u>	

The total combined value of the nine (9) contract purchases is \$2,755,490.”

-