

**CITY OF ELLENSBURG
AGENDA
Council Conference
Thursday, January 21, 2021
3:30 PM - Utility Advisory Committee**

1. CALL TO ORDER

2. ROLL CALL

3. ELECT CHAIRPERSON AND VICE CHAIRPERSON

4. APPROVAL OF MINUTES

- 4.A Approve minutes - December 17th, 2020 regular meeting minutes
[UAC Minutes 12-17-20.docx](#)

5. 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.

6. 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.

7. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

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

- 8.A [Amendment # 2 to the Reecer Levee Certification Contract with Aspect Consulting signed contract.pdf](#)
[Amend #1 to Aspect Consulting Agreement.pdf](#)
[Amend #2 Aspect Consulting.pdf](#)
- 8.B [Natural Gas Rebates for 2021-2022](#)
[UAC Rebate Proposed Changes Summary.pdf](#)
[New Rebate Application Form - Upgrading.pdf](#)
[OLD FORM Application - Upgrading.pdf](#)
[OLD FORM Specification - Upgrading.pdf](#)
[OLD FORM Agreement - Upgrading.pdf](#)
[New Rebate Application Form - New Construction.pdf](#)
[New Rebate Application Form - Fuel Switching.pdf](#)
[New Rebate Application Form - Smart Thermostat.pdf](#)

8.C [CLEAN ENERGY TRANSFORMATION ACT - UPDATE](#)

9. INFORMATION ONLY ITEMS

9.A Introduction of Mike Helgeson, Assistant Public Works Director

9.B Public Works & Utilities Issues and Updates
[UAC January 2021 Public Works & Utilities Issues Update.docx](#)

10. NEXT MEETING

10.A February 18th, 2021 at 3:30 pm

11. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

December 17, 2020

Time of Meeting

3:30 PM

Place of Meeting

GoToMeeting

1. CALL TO ORDER

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

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Nancy Goodloe, City Council; Gary Gleason, CWU. Jim Goeben and Bob Johnson were absent due to no telecomm items. Ed Barry, Vice Chair was absent (excused).

Also present: Ryan Lyyski, Public Works & Utilities Director; Kim Caulkins, Operations Analyst; Jon Morrow, Stormwater Manager; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Darren Larsen, Assistant Utilities Director; Julie Coppock, Rate Analyst.

3. APPROVAL OF MINUTES

3.A. Approve minutes - November 19th, 2020 regular meeting minutes
Nancy Goodloe moved to approve the minutes. **Motion approved.**

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. Twin City Foods Industrial Wastewater Discharge Agreement Renewal
Nancy Goodloe moved to approve the consent agenda. **Motion approved.**

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

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

7.A. Resolution to Declare City Utility and Personal Property as Surplus

Gary Gleason moved the committee make a favorable recommendation to City Council to adopt the proposed resolution declaring city utility and personal property as surplus. **Motion approved.**

7.B. Dominion Energy Questar's Clay Basin Natural Gas Storage Facility - Contract Renewal

Gary Gleason moved the committee make a favorable recommendation to City Council to renew the natural gas storage facility agreement. **Motion approved.**

7.C. HopeSource Low-Income Energy Conservation Agreements

Committee members discussed increasing eligibility for the gas weatherization low-income energy conservation from 125% federal poverty level (FPL) to 200% which would align with the light conservation program. There is \$75,000 in each light and gas budget for conservation programs, with \$30,000 of that budget being allocated to low-income energy conservations. The three year term of the contract was discussed and the committee suggested to leave the term as-is, but review the program after one year to make sure customers are being served as projected.

Nancy Lillquist moved the committee make a favorable recommendation to City Council to continue the three year low-income weatherization agreements with HopeSource for both light & gas, modifying the income threshold to 200% FPL to align with BPA implementation manual and monitoring the allocation to low-income energy conservation and adjusting as needed. **Motion approved.**

7.D. HopeSource Energy Audit Agreement

Nancy Goodloe moved the committee make a favorable recommendation to City Council to authorize a two year contract with HopeSource to utilize \$5000 from the light budget to pay for energy audits. **Motion approved.**

7.E. Natural Gas Rebates

Staff requested guidance on how to proceed with 2021 natural gas rebates. The committee recommends reducing fuel switching & new construction rebate amounts, increasing appliance upgrade rebate and adding a rebate for a smart thermostat. Staff will prepare a proposal for the next UAC meeting.

8. INFORMATION ONLY ITEMS

8.A. Public Works & Utilities Issues and Updates

Staff shared updates for each Public Works & Utilities Department.

9. NEXT MEETING

9.A. January 21st, 2021 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:37 pm.

Kim Caulkins
Recording Secretary
Drafted: 12/18/2020
Approved:



AGENDA REPORT

Meeting Date:	January 21, 2021
Agenda Subject:	Amendment # 2 to the Reecer Levee Certification Contract with Aspect Consulting
Submitted by:	Jon Morrow Public Works & Utilities
Recommended Action or Motion:	Forward favorable recommendation to the City Council to authorize amendment # 2.
Background/Summary:	Aspect Consulting is under contract with the City to help certify the lower reach and upper reach (not yet constructed) levee system on Dolarway with FEMA. FEMA regulations have changed in the past couple of years and now require more freeboard and the systems must be tied to existing high ground for certification purposes. Aspect consulting is working with the County Flood District and their consultant to verify modeling data so a certification package can be sent to FEMA.
Previous Council Action:	None
Analysis:	Both the original contract (attached) and Amendment # 1 (attached) were not sent to the UAC or Council for authorization because of the dollar amount was within City Manager authority. Amendment # 2 scope of work is more detailed and will finalize the work needed for certification. The County Flood District is working on FEMA flood mapping in this reach of Reecer Creek. This contract will coordinate with the County's consultant evaluating and providing guidance for FEMA requirements on this stretch of the Reecer system.
Financial Impact:	The stormwater budget has adequate revenue in the professional services line item to cover the expenditure. However a supplemental may be needed for the Reecer Creek in the future. The City is working on drafting an Interlocal Agreement (ILA) with the County Flood District to receive reimbursement for this work. The ILA has been reviewed by staff and sent back to the County for acceptance and authorization. The ILA will be presented to the UAC and

Council in the near future.

Attachments:

[signed contract.pdf](#)

[Amend #1 to Aspect Consulting Agreement.pdf](#)

[Amend #2 Aspect Consulting.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
ASPECT CONSULTING, LLC**

**RELATING TO: Reecer Creek Floodplain Mapping and Levee Certification Support
Services**

THIS TIME AND MATERIALS STANDARD BILLING RATE CONTRACT is made and entered into this 13th day of February, 2020 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter called the "CITY") and (ASPECT CONSULTING), a 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 Reecer Creek Floodplain Mapping and Levee Certification Support Services 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 12 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 February 26, 2021. 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 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 \$0.00. 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 12 – 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 \$15,000. 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. OWNERSHIP OF DOCUMENTS. Upon completion of the work and payment of CONSULTANT'S fee, all documents, exhibits, photographic negatives, or other presentations 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. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

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.

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. The indemnification and defense obligations specified in this Section 15 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. 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.

15.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend, indemnify and hold harmless the CITY from all losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

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 with respect to the work performed for the CITY; 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 \$1,000,000 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 \$1,000,000 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. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

16.5.4. 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.

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 Stormwater
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
123 East Yakima Avenue
Suite 200

Yakima, WA 98902

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:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

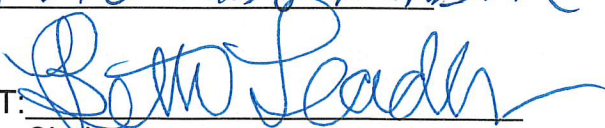
THE CITY OF ELLENSBURG:

By: 

Printed

Name: RYAN LYSKI

Title: PUBLIC WORKS & UTILITIES DIR

ATTEST: 
Clerk

Approved as to Form:



City Attorney

REECER CREEK FLOODPLAIN MAPPING AND LEVEE CERTIFICATION SUPPORT SERVICES

Scope of Work

Aspect Consulting LLC, February 4th, 2020

Background

Aspect Consulting, LLC (Aspect) has been selected by the City of Ellensburg to provide support services related to floodplain mapping and the potential certification of set-back levees along Reecer Creek. The Kittitas County Flood Control Zone District (FCZD) is completing a flood mapping project that includes lower Reecer Creek. The County's flood model does not currently include floodplain changes north of Dolarway Road that are being designed by the City, specifically a set-back levee, bridge, and network of floodplain swales. It is important for the County's flood mapping project to be coordinated with, and account for the City's planned improvements in the area. In addition, FEMA's levee certification standards have changed since the lower Reecer Creek levee was constructed. The new standards affect how the existing and planned levees will be included in the FCZD's flood model and whether they will be formally recognized by FEMA and the National Flood Insurance Program (NFIP) as providing protection during a 100-year flood to lands outside the levees. City coordination with the FCZD and FEMA along with a systematic review of the levee standards, elevations, and tie-in locations is needed to identify and quantify changes that may be needed to meet current levee certification standards.

Phased Support Services

Aspect recommends a phased approach for the floodplain mapping and levee certification support services:

1. The initial phase will involve: coordinating with the City, FCZD, and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes needed to meet FEMA's standards. This phase will also involve providing levee, bridge, and floodplain swale design information to the FCZD and interactions with the FCZD and their consultant regarding updated flood modeling approaches and results.
2. A second phase would involve assembling or developing data and documentation to support a request to FEMA for a modification of normal riverine levee freeboard standards and final determination of design changes to the existing and planned levees and related structures to meet FEMA's standards.
3. Work under subsequent phase(s), if any, will depend on the results and recommendations from the initial two phases and decisions by the City. Subsequent phase work could involve Aspect's support for additional technical investigations, coordination with the County FCZD and their consultant regarding final flood map revisions, additional meetings with the City and/or FCZD, etc.

Scope of Work

Aspect's scope of work for Phase 1 of work is provided below. Project management activities such as quality control, budget monitoring, invoicing, status reports, and status communications with the City project manager, are included in the task.

Task 1: Phase 1 Support Services

Aspect will:

- 1.1 Coordinate with the City, County FCZD, and FCZD's flood mapping consultant during Phase 1 work. This may involve meetings, phone calls, teleconferences, and emails.
- 1.2 Review documentation about the existing lower Reecer Creek levee construction standards and estimated freeboard under proposed conditions. Also review recent changes to FEMA's floodplain mapping and levee certification standards.
- 1.3 Obtain and review background data and information from the FCZD's flood mapping consultant to about how the recent draft Reecer Creek floodplain maps were generated.
- 1.4 Coordinate with the City, FCZD, and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes and approaches needed to meet FEMA's standards.
- 1.5 Provide the City's levee, bridge, and floodplain swale design information to the FCZD and interact with the FCZD and their consultant regarding updated flood modeling approaches and results. This includes iterative review of updated modeling results and related discussions with the FCZD and their consultant.
- 1.6 Itemize key flood mapping and levee certification issues along with recommended follow-up actions to address them.
- 1.7 Prepare a memorandum describing Aspect's findings and recommendations.
- 1.8 Meet with the City to review and discuss the findings and the need for any follow-up work.

Task 1 Deliverables

- *Phase 1 Reecer Creek Floodplain Mapping and Levee Certification Support Services Memorandum (.pdf format).*

Task 1 Assumptions

- *City staff are available to help gather data and/or provide GIS products during Phase 1 work.*
- *The amount of work involved in Phase 1 is uncertain, therefore Aspect's work will be conducted on a flexible time and materials basis not to exceed an initial budget of \$15,000 without City approval. Depending on the actual amount of work needed during Phase 1, the budget may need to be supplemented. Aspect's standard 2020 Schedule of Charges will be used.*

Schedule

Aspect will commence work upon receiving notice to proceed from the City. Completion of the work is dependent upon agencies and entities outside Aspect's control therefore preparing a firm completion schedule is not possible. However, Aspect will strive to complete Phase 1 and any authorized subsequent phases within approximately one year.



SCHEDULE OF CHARGES

Effective January 2020

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS

Hourly Rate

Principals and Associates

Principal Scientist/Engineer/Analyst 2	\$263
Principal Scientist/Engineer/Analyst 1	\$249
Sr. Associate Scientist/Engineer/Analyst	\$230
Associate Scientist/Engineer/Analyst	\$215

Technical Professionals

Senior Scientist/Engineer/Analyst 3	\$215
Senior Scientist/Engineer/Analyst 2	\$202
Senior Scientist/Engineer/Analyst 1	\$188
Project Scientist/Engineer/Analyst 3	\$173
Project Scientist/Engineer/Analyst 2	\$160
Project Scientist/Engineer/Analyst 1	\$150
Staff Scientist/Engineer/Analyst 3	\$138
Staff Scientist/Engineer/Analyst 2	\$125
Staff Scientist/Engineer/Analyst 1	\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF

Hourly Rate

Field/Construction Staff

Field/Construction Supervisor	\$128
Field Technician 2	\$104
Field Technician 1	\$97

Design, CAD, and Graphics Staff

Engineering Designer	\$150
Sr. CAD Technician/Specialist	\$135
CAD Technician	\$119

Technical Editing and Project Operations

Sr. Technical Editor	\$120
Technical Editor / Project Coordinator 3	\$109
Project Coordinator 2	\$101
Project Coordinator 1	\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT

Hourly Rate

Sr. Technology Project Manager	\$224
Technology Project Manager	\$208
Senior Software/Database Architect/Developer	\$213
Software/Database Architect/Developer	\$187

OTHER DISBURSEMENT CHARGES

Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses	Cost Plus 15%
Other equipment, rentals, and expenses will be provided on a per job basis.	

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Exhibit D – Task Budget

Task	Time and Materials Budget
Task 1: Phase 1 Support Services	\$15,000



Amendment to Professional Services Agreement

Amendment No.: 1	Project No.: 200064	Date: July 6, 2020
Client: City of Ellensburg		
Project Name: Reecer Creek Floodplain Mapping and Levee Certification Support Services		
Description of Amendment		Cost
Aspect Consulting, LLC (Aspect) is providing this Amendment No. 1 in order to continue providing on-call Reecer Creek floodplain mapping and levee certification support services to the City of Ellensburg (Client). To date, Aspect's project work has included: - Reviewed flood mapping products from the County's consultant (WSE). - Reviewed FEMA levee certification guidance, USCOE levee design standards, and FEMA levee freeboard reduction request guidance. - Developed a levee certification strategy for discussion with the City and the County's floodplain mapping consultant, WSE. - Held a conference call with WSE to review their flood mapping products, Aspects design products, the levee certification strategy, and data sharing and coordination goals. - Held a conference call with the City to discuss the levee certification strategy, the WSE meeting, and recommended next steps. - Transferred Aspect's Reecer Creek project data to WSE for updated modeling. - Prepared a memo summarizing work conducted, coordination with WSE, levee certification strategy, and recommended next steps. - Continued to coordinate with WSE on the status of additional modeling. - Researched HPA regulations for work above the OHWL. - Held a conference call with the City to refine the levee certification strategy, particularly related to the I-90 tie-in. - Reviewed information regarding the I-90 levee tie-in vicinity, the I-90 bridge, and the City's path through the bridge. - Researched Corps standards for levee-floodwall transitions. - Developed I-90 levee-floodwall tie-in schematics for discussion with the City. - Held a conference call with the City to discuss meeting with the County FCZD and likely future tasks necessary to obtain levee certification. - Scheduled another conference call with WSE (for June 29th). This amendment revises Section 5 and Exhibit D of the Professional Services Agreement between Aspect and the City (dated February 7th, 2020) to provide additional funding for Aspect to continue services as described in Task 1 of Exhibit A of the agreement. Expected services under this amendment include: additional conference calls/meetings with the City, County, and WSE; reviewing and commenting on WSE modeling products; additional coordination with FEMA; development of additional levee/road/swale modification concepts; and other related work.		Amendment No. 1 Cost: \$15,000 Total Revised Agreement Section 5 and Exhibit D Cost: \$30,000 Amendment No. 1 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Exhibit C with the original Agreement.

Bainbridge Island Office:
Bellingham Office:
Seattle Office:
Wenatchee Office:
Yakima Office:

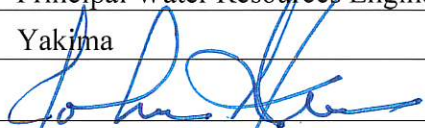
350 Madison Avenue North, Bainbridge Island, WA 98110 (206) 780-9370
 907 Harris Avenue, Suite 301, Bellingham, WA 98225 (360) 746-8964
 401 Second Avenue S, Suite 201, Seattle, WA 98104 (206) 328-7443
 23 South Mission Avenue, Suite C, Wenatchee, WA 98801 (509) 888-5766
 123 East Yakima Avenue, Suite 200, Yakima, WA 98901 (509) 895-5957

Amendment No. 1

Project No. 20064

Assumptions: *The effort involved to continue Task 1 is uncertain, therefore Aspect's work will be conducted on a flexible time and materials basis not to exceed the total amended budget without City approval.*

This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated February 7th, 2020. Except as amended above, all terms and conditions of the agreement apply to this contract change.

ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 
	Printed Name: John Knutson, PE Principal Water Resources Engineer
	Office: Yakima
CLIENT	By: 
	Printed Name/Date: JOHN AKERS 7-10-2020

copy

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
ASPECT CONSULTING, LLC**

**RELATING TO: Reecer Creek Floodplain Mapping and Levee Certification Support
Services**

THIS TIME AND MATERIALS STANDARD BILLING RATE CONTRACT is made and entered into this 13th day of February, 2020 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter called the "CITY") and (ASPECT CONSULTING), a 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 Reecer Creek Floodplain Mapping and Levee Certification Support Services 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 12 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 February 26, 2021. 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 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 \$0.00. 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 12 – 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 \$15,000. 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. OWNERSHIP OF DOCUMENTS. Upon completion of the work and payment of CONSULTANT'S fee, all documents, exhibits, photographic negatives, or other presentations 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. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

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.

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. The indemnification and defense obligations specified in this Section 15 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. 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.

15.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend, indemnify and hold harmless the CITY from all losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

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 with respect to the work performed for the CITY; 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 \$1,000,000 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 \$1,000,000 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. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

16.5.4. 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.

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 Stormwater
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
123 East Yakima Avenue
Suite 200

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:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

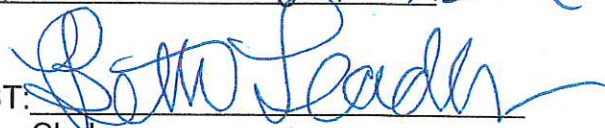
THE CITY OF ELLENSBURG:

By: 

Printed

Name: RYAN LYYSKI

Title: PUBLIC WORKS & UTILITIES DIR

ATTEST: 
Clerk

Approved as to Form:


City Attorney

REECER CREEK FLOODPLAIN MAPPING AND LEVEE CERTIFICATION SUPPORT SERVICES

Scope of Work

Aspect Consulting LLC, February 4th, 2020

Background

Aspect Consulting, LLC (Aspect) has been selected by the City of Ellensburg to provide support services related to floodplain mapping and the potential certification of set-back levees along Reecer Creek. The Kittitas County Flood Control Zone District (FCZD) is completing a flood mapping project that includes lower Reecer Creek. The County's flood model does not currently include floodplain changes north of Dolarway Road that are being designed by the City, specifically a set-back levee, bridge, and network of floodplain swales. It is important for the County's flood mapping project to be coordinated with, and account for the City's planned improvements in the area. In addition, FEMA's levee certification standards have changed since the lower Reecer Creek levee was constructed. The new standards affect how the existing and planned levees will be included in the FCZD's flood model and whether they will be formally recognized by FEMA and the National Flood Insurance Program (NFIP) as providing protection during a 100-year flood to lands outside the levees. City coordination with the FCZD and FEMA along with a systematic review of the levee standards, elevations, and tie-in locations is needed to identify and quantify changes that may be needed to meet current levee certification standards.

Phased Support Services

Aspect recommends a phased approach for the floodplain mapping and levee certification support services:

1. The initial phase will involve: coordinating with the City, FCZD, and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes needed to meet FEMA's standards. This phase will also involve providing levee, bridge, and floodplain swale design information to the FCZD and interactions with the FCZD and their consultant regarding updated flood modeling approaches and results.
2. A second phase would involve assembling or developing data and documentation to support a request to FEMA for a modification of normal riverine levee freeboard standards and final determination of design changes to the existing and planned levees and related structures to meet FEMA's standards.
3. Work under subsequent phase(s), if any, will depend on the results and recommendations from the initial two phases and decisions by the City. Subsequent phase work could involve Aspect's support for additional technical investigations, coordination with the County FCZD and their consultant regarding final flood map revisions, additional meetings with the City and/or FCZD, etc.

Scope of Work

Aspect's scope of work for Phase 1 of work is provided below. Project management activities such as quality control, budget monitoring, invoicing, status reports, and status communications with the City project manager, are included in the task.

Task 1: Phase 1 Support Services

Aspect will:

- 1.1 Coordinate with the City, County FCZD, and FCZD's flood mapping consultant during Phase 1 work. This may involve meetings, phone calls, teleconferences, and emails.
- 1.2 Review documentation about the existing lower Reecer Creek levee construction standards and estimated freeboard under proposed conditions. Also review recent changes to FEMA's floodplain mapping and levee certification standards.
- 1.3 Obtain and review background data and information from the FCZD's flood mapping consultant to about how the recent draft Reecer Creek floodplain maps were generated.
- 1.4 Coordinate with the City, FCZD, and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes and approaches needed to meet FEMA's standards.
- 1.5 Provide the City's levee, bridge, and floodplain swale design information to the FCZD and interact with the FCZD and their consultant regarding updated flood modeling approaches and results. This includes iterative review of updated modeling results and related discussions with the FCZD and their consultant.
- 1.6 Itemize key flood mapping and levee certification issues along with recommended follow-up actions to address them.
- 1.7 Prepare a memorandum describing Aspect's findings and recommendations.
- 1.8 Meet with the City to review and discuss the findings and the need for any follow-up work.

Task 1 Deliverables

- *Phase 1 Reecer Creek Floodplain Mapping and Levee Certification Support Services Memorandum (.pdf format).*

Task 1 Assumptions

- *City staff are available to help gather data and/or provide GIS products during Phase 1 work.*
- *The amount of work involved in Phase 1 is uncertain, therefore Aspect's work will be conducted on a flexible time and materials basis not to exceed an initial budget of \$15,000 without City approval. Depending on the actual amount of work needed during Phase 1, the budget may need to be supplemented. Aspect's standard 2020 Schedule of Charges will be used.*

Schedule

Aspect will commence work upon receiving notice to proceed from the City. Completion of the work is dependent upon agencies and entities outside Aspect's control therefore preparing a firm completion schedule is not possible. However, Aspect will strive to complete Phase 1 and any authorized subsequent phases within approximately one year.



SCHEDULE OF CHARGES

Effective January 2020

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS

Hourly Rate

Principals and Associates

Principal Scientist/Engineer/Analyst 2	\$263
Principal Scientist/Engineer/Analyst 1	\$249
Sr. Associate Scientist/Engineer/Analyst	\$230
Associate Scientist/Engineer/Analyst	\$215

Technical Professionals

Senior Scientist/Engineer/Analyst 3	\$215
Senior Scientist/Engineer/Analyst 2	\$202
Senior Scientist/Engineer/Analyst 1	\$188
Project Scientist/Engineer/Analyst 3	\$173
Project Scientist/Engineer/Analyst 2	\$160
Project Scientist/Engineer/Analyst 1	\$150
Staff Scientist/Engineer/Analyst 3	\$138
Staff Scientist/Engineer/Analyst 2	\$125
Staff Scientist/Engineer/Analyst 1	\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF

Hourly Rate

Field/Construction Staff

Field/Construction Supervisor	\$128
Field Technician 2	\$104
Field Technician 1	\$97

Design, CAD, and Graphics Staff

Engineering Designer	\$150
Sr. CAD Technician/Specialist	\$135
CAD Technician	\$119

Technical Editing and Project Operations

Sr. Technical Editor	\$120
Technical Editor / Project Coordinator 3	\$109
Project Coordinator 2	\$101
Project Coordinator 1	\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT

Hourly Rate

Sr. Technology Project Manager	\$224
Technology Project Manager	\$208
Senior Software/Database Architect/Developer	\$213
Software/Database Architect/Developer	\$187

OTHER DISBURSEMENT CHARGES

Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses	Cost Plus 15%
Other equipment, rentals, and expenses will be provided on a per job basis.	

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Exhibit D – Task Budget

Task	Time and Materials Budget
Task 1: Phase 1 Support Services	\$15,000



Amendment to Professional Services Agreement

Amendment No.: 2	Project No.: 200064	Date: January 4, 2021
Client: City of Ellensburg		
Project Name Reecer Creek Floodplain Mapping and Levee Certification Support Services Project		
Description of Amendment		Cost
Aspect Consulting, LLC (Aspect) is providing this Amendment No. 2 to provide analysis and design services to facilitate levee certification for the City of Ellensburg (Client). See Attachment 1 for the Amendment No. 2 Scope of Services. This amendment revises the Professional Services Agreement between Aspect and the City (dated February 7th, 2020): 1. The Exhibit A Scope of Work provided under Section 2 of the original Agreement is amended to include the extra work services shown in Attachment 1 to this amendment. 2. The Time of Performance Section 3 and Schedule Exhibit B is extended by one year, through February 26, 2022. 3. The Payment Section 4.1 and Exhibit C of the original Agreement is amended to update the Consultants standard rate schedule to that shown in Attachment 2 to this amendment. 4. A Management Reserve Fund (Task 5) of \$11,000 is established per Section 4.7 of the original Agreement. 5. The Maximum Compensation Section 5.1 of the original Agreement is further amended to increase by \$81,637. Amendment 1 increased the original amount to \$30,000, which is further increased to \$111,637 by this amendment. 6. The Budget for Each Task Section 5.2 and Exhibit D of the original Agreement is amended to include the budget shown in Attachment 3.		Amendment No. 2 Cost: \$81,637 Total Revised Agreement Section 5 and Exhibit D Cost: \$111,637 Amendment No. 2 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Attachment 2 to this Amendment.
This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated February 7 th , 2020. Except as amended above, all terms and conditions of the agreement apply to this contract change.		
ASPECT CONSULTING, LLC <i>a limited liability company</i>	By:	
	 Printed Name: John Knutson, PE Principal Water Resources Engineer	
	Office: Yakima	
CLIENT City of Ellensburg	By:	
	Printed Name/Date:	

Bainbridge Island Office:	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
Bellingham Office:	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
Seattle Office:	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
Wenatchee Office:	23 South Mission Avenue, Suite C, Wenatchee, WA 98801	(509) 888-5766
Yakima Office:	1106 North 35th Avenue, Yakima, WA 98902	(509) 895-5957

**Reecer Creek Floodplain Mapping and Levee Certification Support
Services Design and Certification Services**

Scope of Work

Aspect Consulting LLC

Prepared January 4th, 2021

Background

Aspect Consulting, LLC (Aspect) has developed this **Amendment 2** Scope of Work to provide additional consulting services to the City of Ellensburg for the ***Reecer Creek Floodplain Mapping and Levee Certification Support Services Project*** (Project).

Pursuing certification of the Reecer Creek levee system (with a reduced freeboard of 2 ft in some areas) will require additional analyses and technical reports not developed during prior work:

- a. **Hydraulic assessment report to support the certification and reduced freeboard request.** An engineering analyses to show adequate protection with reduced freeboard must submitted to support a levee freeboard reduction request. The analysis must evaluate uncertainty in base flood elevation and include, but not necessarily be limited to an assessment of statistical confidence limits of the 100-year discharge; changes in stage-discharge relationships; and the sources, potential, and magnitude of debris, sediment, and ice accumulation. It must be also shown that the levee will remain structurally stable during the base flood when additional loading considerations are imposed. Aspect assumes that the County's modeling consultant (WSE) would use their model for the overtopping analysis and to provide scour velocities for the high flow condition. Aspect's engineers would complete the stability assessment and produce the hydraulic report.
- b. **Embankment protection.** Documentation is required to show that no significant erosion of levee embankments will occur during the base flood (also for the "worst case scenario" in areas where we want the reduced levee freeboard). This includes assessing erosion risk due to water velocities, debris, ice, etc., and needs to account for the duration of the erosive conditions as well as the embankment materials and susceptibility of different areas of the levee to erosion (for instance at bends, or areas of deepest/fastest flowing water). Aspect engineers will complete this assessment, focusing on several key risk areas. Scour was considered during the prior design work but will be reassessed given the higher flows that need to be reviewed.
- c. **Embankment and foundation stability.** An engineering evaluation of seepage issues is required to document that the levee embankment and foundation is designed/built to be stable. Aspect engineers will complete this assessment using information and data from prior geotechnical reports, which is not expected to be a significant effort.

Attachment 1 to Amendment 2 – Scope of Work

- d. **Settlement.** An engineering evaluation is required to document that loss of freeboard due to long term settlement of the levee is not an issue. This analysis must address embankment loads, compressibility of embankment soils, compressibility of foundation soils, compaction methods, etc. Aspect engineers will complete this assessment using information and data from prior geotechnical reports, which is not expected to be significant issue or effort.
- e. **Interior drainage.** An engineering evaluation is required to document that drainage from areas interior to the levee is not a problem (verify that drainage from outside the levee will not pond up and cause flooding problems of its own). Aspect does not expect this to be much of an issue or require significant effort to complete.
- f. **Levee System Operations Plan, Maintenance Plan (OP & MP).** These plans must be provided to support the levee certification request. There are specific requirements for each plan and the City may already have an OP & MP for the lower levee. FEMA requires them to be adopted by council and signed by the City Manager. Aspect assumes that the City will put these together.

In addition to the above technical reports, a FEMA certifiable connection between the lower Reecer Creek Levee and the I-90 Reecer Creek Bridge will be needed. Aspect has developed a preliminary concept that involves tying the lower levee into the ecology block floodwall that passes through the bridge along the pedestrian pathway. While the ability to meet all certification requirements at the I-90 bridge is currently uncertain, Aspect recommends initiating the connection design effort and engaging with FEMA about certification requirements during the process.

Scope of Work

The Amendment 2 Scope of Work provided below addresses:

- ✓ *Amendment 2 Task 1 – Complete 90% Design Package for Lower Levee to I-90 Bridge Connection.*
- ✓ *Amendment 2 Task 2 – Prepare Final Design Package and Bidding Documents for Lower Levee to I-90 Bridge Connection.*
- ✓ *Amendment 2 Task 3 Prepare Levee Technical Report to Support Certification and CLOMR Process.*
- ✓ *Amendment 2 Task 4 – Additional Coordination with City, County, and FEMA During Design and Levee Certification and CLOMR Processes.*
- ✓ *Amendment 2 Task 5 – Management Reserve Fund*

Aspect's project management time is embedded in each task.

Amendment 2 Task 1: Complete 90% Design Package for Lower Levee to I-90 Bridge Connection

Aspect will develop a 90% Design Package for the lower levee to I-90 bridge connection. Aspect's Task 1 services include:

Attachment 1 to Amendment 2 – Scope of Work

- 1.1. Complete a site visit to review conditions in the vicinity of the lower levee and I-90 bridge.
- 1.2. Gather and review existing survey, geotechnical, structural, flood, utility, easement, and as-built data for the lower levee, I-90 bridge, and City pathway through the bridge.
- 1.3. Assess the adequacy of existing survey and geotechnical data, develop a project topographic basemap, and assess geotechnical conditions.
- 1.4. Complete calculations and prepare a 90% Design Package for a lower levee to I-90 bridge connection, this is assumed to involve reconfiguring the lower levee and extending it/connecting it to the existing ecology block wall that extends through the bridge along the City path. The concept is for the ecology block wall to serve as a flood wall, attempting to maintain at least a 2 ft freeboard above the BFE. The design will include reviewing geotechnical issues and consider current USACOE design recommendations for levee-floodwall transitions/connections.
- 1.5. Prepare 90% project specifications and special provisions for a lower levee to I-90 bridge connection.
- 1.6. Prepare 90% materials quantities and construction cost estimate.
- 1.7. Prepare a 90% bid schedule.
- 1.8. Complete internal QA/QC review and submit the 90% Lower Levee to I-90 Bridge Connection Design Package to the City and/or County for review and comment.
- 1.9. Review City and/or County comments and prepare recommended responses.
- 1.10. Meet with the City and/or County to review comments, recommended responses, and obtain direction on the final responses.

Task 1 Deliverables

- *Lower Levee to I-90 Bridge Connection 90% Design Package (PDF format):*
 - *Topographical basemap and 90% design and TESC on 11" x 17" plan sheets.*
 - *Standard details and specifications.*
 - *Special provisions and specifications.*
 - *Engineers estimate of probable project cost.*
 - *Bid schedule.*

Task 1 Assumptions

- *Site visit involves two Aspect engineers for half a day.*
- *No new survey or geotechnical work is needed, or survey work is provided by the County.*
- *No major utility conflicts requiring significant utility relocation design effort.*
- *Given existing infrastructure constraints, Aspect does not guarantee any particular freeboard can be achieved at and through the I-90 bridge.*
- *One 90% design review cycle by the City.*
- *No permitting or agency coordination support.*

Amendment 2 Task 2: Prepare Final Design Package and Bidding Documents for Lower Levee to I-90 Bridge Connection

Aspect will develop a Final Design Package for the lower levee to I-90 bridge connection. Aspect's Task 2 services include:

- 2.1 Refine and update prior hydraulic and drainage calculations as needed during the final design process.
- 2.2 Prepare final revised Design Package for the lower levee to I-90 bridge connection.
- 2.3 Prepare final project specifications and special provisions.
- 2.4 Prepare final materials quantities and construction cost estimate.
- 2.5 Prepare a final project bid schedule.
- 2.6 Complete internal QA/QC review and submit the Final Design Package to the City and/or County for use in contracting the construction work. These plans will also be included in the County's CLOMR package to FEMA.

Task 2 Deliverables

- *Lower Levee to I-90 Bridge Connection Final Design Package (PDF format):*
 - *Topographical basemap and final design and TESC on 11" x 17" plan sheets.*
 - *Final standard details and specifications.*
 - *Final special provisions and specifications.*
 - *Final engineers estimate of probable project cost.*
 - *Final bid schedule.*

Task 2 Assumptions

- *Only minor changes due to comments on the 90% design package (no new or significant re-work).*
- *No major utility conflicts requiring significant utility relocation design effort.*
- *No final design review cycle by the City or County.*
- *No permitting support.*

Amendment 2 Task 3: Prepare Levee Technical Report to Support Certification and CLOMR Process

Aspect will complete analyses and prepare an overall Levee Technical Report to support the CLOMR and levee certification process. Aspect's Task 3 services include:

- 3.1 Coordinating with WSE during completion of technical analyses.
- 3.2 Completing a field visit to review conditions and identify key levee segments for detailed analyses.
- 3.3 Completing technical analyses (hydraulic, scour, stability, seepage, settling, interior drainage) for key sections of the existing and proposed levee.
- 3.4 Preparing an overall draft Levee Technical Report to support the CLOMR and levee certification process. The report will address items as mentioned earlier, and is

Attachment 1 to Amendment 2 – Scope of Work

expected to include the following sections: (1) Hydraulic Assessment (to support the certification and reduced freeboard request); (2) Embankment protection; (3) Embankment and foundation stability; (4) Settlement; (5) Interior drainage; (6) Attachments as needed.

- 3.5 Complete internal QA/QC review of the draft Levee Technical Report and submit it to the City and/or County for review and comments.
- 3.6 Review City and/or County comments and prepare recommended responses.
- 3.7 Meet with the City and/or County to review comments, recommended responses, and obtain direction.
- 3.8 Prepare the final Levee Technical Report to support the CLOMR and certification process.

Task 3 Deliverables

- *Draft and final Levee Technical Report (PDF format).*

Task 3 Assumptions

- *No new survey or geotechnical exploration is required, or survey work is provided by the County.*
- *As-built data/documentation is available for the lower levee – including levee construction documentation, cross-section, materials, and crest elevations. If as-built data is not available then survey and/or geotechnical field work could be needed, which would require additional funds.*
- *Field visit involves two Aspect engineers for one day.*
- *WSE provides 2-D modeling results and maps to support the technical analyses (flood extents, BFEs, depths, velocities, etc.).*
- *WSE coordinates with Aspect about flood flows for the flood discharge uncertainty analysis (for the reduced freeboard request), uses their 2-D model to complete the analysis, and provides results to Aspect for incorporation into the report.*
- *It is possible that issues could arise during the technical analysis process that necessitate design modifications not covered by Amendment 2.*
- *City prepares Levee System Operations Plan, Maintenance Plan (OP & MP).*
- *Only minor changes due to comments on the draft report (no new or significant re-work).*

Amendment 2 Task 4: Coordinate with City, County, and FEMA During Design and Levee Certification and CLOMR Processes

Aspect will coordinate with the City, County, FEMA, and other agencies and stakeholders as needed during the project. Potential Task 4 services include:

- 4.1 Project status meetings with the City.
- 4.2 Project team meetings with the City, County, and WSE.
- 4.3 Agency coordination or information meetings with FEMA, Ecology, and USACOE.

Attachment 1 to Amendment 2 – Scope of Work

- 4.4 Miscellaneous stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).

Task 4 Deliverables

- *Miscellaneous meeting materials (PDF format).*

Task 4 Assumptions

- *Coordination effort is uncertain; therefore Task 4 services will be provided on flexible time and materials basis not to exceed the Task 4 budget of \$5,219 without authorization from the City.*

Amendment 2 Task 5: Management Reserve Fund

Due to the uncertain nature of some of the planned scope of work, a Management Reserve Fund and Task 5 is established to cover unforeseen costs and/or reimburse Aspect for additional work beyond that already defined in Tasks 1 through 4 above. Aspect will not utilize Task 5 funds without written authorization from the City. Potential Task 5 services include:

- 5.1 Additional meetings and coordination efforts with the City, County, WSE, FEMA, Ecology, and USACOE.
- 5.2 Additional stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).
- 5.3 Additional technical analyses and/or reports related to levee certification.
- 5.4 Additional design/redesign work or review cycles arising out of levee certification analyses or permitting processes.
- 5.5 Other related services as requested by the City.

Task 5 Deliverables

- *To be defined on a case by case basis.*

Task 5 Assumptions

- *When authorized in writing by the City, Task 5 services will be provided on a time and materials basis.*
- *The total Task 5 budget is \$11,000.*

Attachment 2 to Amendment 2 – Consultant Rate Schedule



SCHEDULE OF CHARGES

Effective January 2021

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS		<i>Hourly Rate</i>
<i>Principals and Associates</i>		
Principal Scientist/Engineer/Analyst 2		\$272
Principal Scientist/Engineer/Analyst 1		\$258
Sr. Associate Scientist/Engineer/Analyst		\$238
Associate Scientist/Engineer/Analyst		\$223
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$223
Senior Scientist/Engineer/Analyst 2		\$209
Senior Scientist/Engineer/Analyst 1		\$195
Project Scientist/Engineer/Analyst 3		\$179
Project Scientist/Engineer/Analyst 2		\$166
Project Scientist/Engineer/Analyst 1		\$155
Staff Scientist/Engineer/Analyst 3		\$143
Staff Scientist/Engineer/Analyst 2		\$129
Staff Scientist/Engineer/Analyst 1		\$120
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		<i>Hourly Rate</i>
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$132
Field Technician 2		\$108
Field Technician 1		\$100
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$155
Sr. CAD Technician/Specialist		\$140
CAD Technician		\$123
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$124
Technical Editor / Project Coordinator 3		\$113
Project Coordinator 2		\$105
Project Coordinator 1		\$99
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		<i>Hourly Rate</i>
Sr. Technology Project Manager		\$232
Technology Project Manager		\$215
Senior Software/Database Architect/Developer		\$220
Software/Database Architect/Developer		\$194
OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses		Cost Plus 15%
<i>Other equipment, rentals, and expenses will be provided on a per job basis.</i>		

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Attachment 3 to Amendment 2 – Task Budgets

Amendment 2 Task Title	Labor	ODC	Subs	Total
Task 1 - 90% I-90 Bridge Connection Design	\$21,428	\$150		\$21,578
Task 2 - Final I-90 Bridge Connection Design	\$10,445			\$10,445
Task 3 - Prepare Levee Technical Report	\$33,145	\$250		\$33,395
Task 4 - Coord with City/County/FEMA/Etc.	\$5,219			\$5,219
Task 5 – Management Reserve Fund	\$11,000			\$11,000
Total Amendment 2 Budget	\$81,237	\$400		\$81,637



AGENDA REPORT

Meeting Date:	January 21, 2021
Agenda Subject:	Natural Gas Rebates for 2021-2022
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Staff is seeking a recommendation to move forward with the natural gas rebate program as defined within the attached rebate applications/agreements.
Background/Summary:	Staff presented a proposal to update the natural gas rebates at the UAC December 17, 2020 meeting. The recommendation was to increase the appliance upgrading rebate amounts, reduce the fuel switching and new construction amounts, and move forward with the addition of a new smart thermostat rebate. Staff has since modified and updated the rebates available and the rebate amounts. Staff has also completely re-created the rebate forms in an attempt to simplify the process for the customer and staff and to also streamline the rebate process through one form vs the previous three forms. The attached documents give a summary of the proposed changes and also show the previous rebate forms (Upgrading Rebate Sample) vs the new rebate forms.
Previous Council Action:	N/A
Analysis:	The attached rebate summary provides an overview and explanation of the proposed changes to the natural gas rebates.
Financial Impact:	The adopted 2021/2022 Gas budget included \$75,000 for City funded conservation projects within the natural gas division.
Attachments:	UAC Rebate Proposed Changes Summary.pdf New Rebate Application Form - Upgrading.pdf OLD FORM Application - Upgrading.pdf OLD FORM Specification - Upgrading.pdf OLD FORM Agreement - Upgrading.pdf

[New Rebate Application Form - New Construction.pdf](#)

[New Rebate Application Form - Fuel Switching.pdf](#)

[New Rebate Application Form - Smart Thermostat.pdf](#)

Natural Gas Rebates Proposed Updates Summary Sheet

The City Natural Gas Division is proposing to update its rebate program, based on guidance from UAC members as discussed at the December 17, 2020 UAC meeting. Below is a breakdown of the proposed changes and brief explanations for the changes. The changes also include the addition of the smart thermostat rebate that was recommended at the last UAC meeting. The smart thermostat will be a \$100 rebate and be limited to one per household.

Proposed Appliance Upgrading

Natural Gas Appliance	Amount of Rebate
Space Heating - Warm Air Furnace	\$600 \$1000
Fireplace/Free Standing Stove	\$400 \$600
Water Heating - Tankless	\$400 \$800
Water Heating - Tank	\$200 400

It was recommended to increase these rebates as they incentivize a more efficient customer base, which plays a vital role in reducing the City's carbon footprint. The furnace and tankless water heaters were increased at a higher percentage than the fireplace/free standing stove and tank water heaters because furnaces and tankless water heaters are much more efficient than their counterparts.

Proposed Fuel Switching

Electric Appliance (out)	Natural Gas Appliance (in)	Amount of Rebate City gas & electric	Amount of Rebate City gas / non-city electric
Baseboard or Wall Cadets	Gas Forced Air Furnace or Boiler	\$1,500	\$1,000 \$1200
Forced Air Furnace	Gas Forced Air Furnace or Boiler	\$600	\$600 \$600
Forced Air Furnace Wood Burning	Fireplace/Free Standing Stove	\$600	\$600 \$600
Water Heating - Tank	Water Heating - Tankless	\$900	\$375 \$600
Water Heating - Tank	Water Heating - Tank	\$600	\$375 \$400
Cooking	Cooking	\$150	\$75 \$100
Clothes Dryer	Clothes Dryer	\$150	\$75 \$100

It was recommended to reduce the fuel switching rebates. These rebates were broken into two separate categories to account for the City Natural Gas extending beyond the UGA. The big change on fuel switching was combining the two categories and simplifying the process. In the process, the proposed rebate amounts were set slightly below the average of the two amounts with a couple remaining the same. It is also proposed that the fireplace/free standing stove option would be required to be fuel switched from wood burning and would not qualify if there was any other natural gas heat source. Working toward eliminating wood burning is also a benefit for Ellensburg's environment and air quality.

Proposed New Construction

Natural Gas Appliance	Amount of Rebate
Space Heating - Forced Air Furnace or Boiler	\$600
Fireplace/Free Standing Stove	\$600
Water Heating - Tankless	\$800 \$1000
Water Heating - Tank	\$600 \$600
Cooking	\$100 \$100
Clothes Dryer	\$100

It was also recommended to reduce the new construction rebates. Staff took an approach of directing the new construction rebates toward specific appliances vs just reducing the amounts. By directing new construction rebates towards water heating and cooking it reduces the potential for more peak load usage appliances and minimize the number of seasonal disconnects. The amounts of the remaining rebates stayed the same, other than the tankless water heater. A tankless water heater is much more efficient than a tank water heater and by increasing this slightly, it may help promote a more efficient water heating source.

Natural Gas Appliance Rebate Application & Agreement Form

APPLIANCE UPGRADING

APPLICANT INFORMATION (PLEASE PRINT OR TYPE)

Applicant Name:		Contact Phone Number:
Address (Where Appliance is Installed)		
Mailing Address (If Different) ☐ Same		
City:	State:	Zip:

To Qualify for a Natural Gas Appliance Upgrading Rebate:

1. Rebates are effective through December 31st, 2021.
2. Limited to single and multifamily residential dwellings within the City Natural Gas service territory. Mobile homes are not eligible for rebates.
3. Appliance(s) must be upgraded from an existing natural gas appliance.
4. The new appliance(s) must be installed according to all jurisdictional building codes. Depending on appliance, a building permit may be required. Proof of installation and permitting is required for approval.
5. This application and agreement must be signed and submitted to the City prior to installation of the new appliance.
6. The application and agreement will expire if all requirements and documentation have not been submitted within 6 months of the date received or by December 31st, 2021, whichever comes first.
7. A carbon monoxide detector must be installed, or if existing, must be in proper working condition.
8. Appliance(s) installed must meet the efficiency requirements outlined on page two of this application.

To Apply for the Rebate:

1. Select the appliance rebates being applied for below.

Natural Gas Appliance		Rebate Amount (Maximum)
☐	Space Heating – Natural Gas Furnace or Boiler	\$1000
☐	Space Heating – Fireplace, Free Standing Stove, or Wall Heater	\$600
☐	Water Heating – Tankless	\$800
☐	Water Heating – Tank	\$400

2. Sign and submit this application and agreement form. *Make sure to submit the application prior to new appliance installation.* Signed forms can be submitted in the following ways:

By Email: To Heather Forgey at forgeyh@ci.ellensburg.wa.us

In Person: City Hall 2nd Floor Public Works and Utilities Department (501 N Anderson St, Ellensburg)

By Mail: City of Ellensburg Gas Division, 501 N Anderson St, Ellensburg, WA 98926

Approval and Payment of the Rebate:

1. Applicant must meet the requirements for qualification and submit a paid invoice along with the manufacturer's literature on the type of appliance, brand name, efficiency rating and BTU load. Photos or physical inspection may be required in addition to the submitted documentation.
2. The rebate total is not to exceed 75% of the total equipment and installation costs.
3. Once all requirements are met and approved, Gas Division staff will submit for rebate payment to the applicant.
4. The rebate payment should be received by mail within 6-8 weeks.

Appliance Specifications and Additional Rebate Information:

1. Space Heating Specifications
 - Natural Gas Furnace or Boiler** – Minimum of 95% AFUE
 - Cannot be combined with a heat pump system
 - Fireplace, Free Standing Stove, or Wall Heater** – Minimum of 70% AFUE
2. Water Heating Specifications
 - Tankless Water Heater** – Minimum of .90 EF
 - Tank Water Heater** – Minimum of .67 EF
 - Tank must be 40 gallons or greater
3. Additional Rebate Information:
 - a) Any outstanding City invoices must be paid prior to rebate being issued.
 - b) These rebates are a limited time offer and subject to change without notice.
 - c) A copy of the signed application and agreement is available upon request.

NOTES: AFUE = Annual Fuel Utilization Efficiency, EF = Energy Factor

Terms of Agreement:

The City of Ellensburg (COE) and the Applicant (Owner) agree as follows:

1. **Premises:** The Owner agrees to install new appliance(s) at the applied for location in accordance with application and agreement requirements.
2. **Completed Documentation:** The Owner understands only a completed application and agreement can be processed for rebates. Failure to submit a completed application and agreement, including all required documentation, may result in delay or rejection of a rebate request.
3. **City of Ellensburg Inspection:** The Owner will allow, if requested, a representative from the City Gas Division reasonable access to their property to verify the installed product(s) before a rebate is credited. The Owner understands a rebate will not be credited if they refuse to participate in any required verification that is scheduled within 30 days of COE contact/request. COE may also contact the product vendor or installer, if needed, to verify purchase or installation and may provide Owner name and address to third parties to complete this verification.
4. **Separate Contract:** The installation of the new natural gas equipment is to be provided under a separate contract between the Owner and their Contractor. COE is not responsible for any decision about which licensed and qualified Contractor the applicant selects. COE shall not be, and shall not be deemed to be, a party to such contract. All obligations to the Contractor shall be the Owner's and not the COE's responsibility. The Owner expressly acknowledges that the COE's involvement with respect to the appliance installation project, including but not limited to any cost analysis or inspection by the City Gas Division of the premises, is solely undertaken in connection with furnishing the rebate.
5. **Term of Funding Commitment:** COE's funding commitment ends on December 31, 2021.
6. **Disclaimer:** The Owner acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings and that by providing information in good faith concerning the benefits of energy saving strategies and by entering into this agreement, the COE does not warrant energy savings.
7. **Loss of Reimbursement:** Failure to meet all of the COE's specifications may result in a reduction or elimination of the rebate.
8. **Disclaimer of Warranties:** Selection of qualifying equipment, manufacturer, dealer, supplier and/or installer and purchase, installation and ownership/maintenance of the qualifying equipment referenced in the rebate form are the responsibility of the Owner. COE does not endorse any specific manufacturer, dealer or contractor and makes no

representations regarding specific manufacturer, dealer or contractor or their workmanship. COE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaims any such representation, warranty or liability. By applying, the OWNER agrees to indemnify the COE, its officers, employees, elected officials and agents, from/against all loss, damage, expense, fees, costs and liability arising from any products installed.

I hereby certify that all information is accurate, including claims of customer and equipment information. My signature below indicates I have read, understand and agree to all terms and conditions on this application and agreement and acknowledge the City of Ellensburg may verify all the information provided.

Property Owner or Legally Authorized Representative: _____

Signature: _____ Date: ____/____/____

City of Ellensburg Signature: _____ Date: ____/____/____

DO NOT WRITE IN THIS BOX
City of Ellensburg Gas Division Use Only

Date Received: _____ Received By: _____ Applied and Eligible Rebate Amount: _____

Approved Date: _____ Approved By: _____ Final Rebate Amount: _____



2020 Natural Gas Rebate Application for Residential Upgrading Equipment

Step 1

Confirm you're qualified

1. Contact a Natural Gas Specialist at 509-925-8603 Monday – Friday 8am-5pm
2. Review the qualifications on the second page of this document
3. Have a signed rebate agreement prior to installation and inspection.

Step 2

Tell us about your project

OWNER NAME (check payable to)		
ADDRESS (where appliance is installed)		
MAILING ADDRESS (if different)		
CITY:	STATE:	ZIP:
PHONE:	DATE:	
TYPE OF HOME: ☐ Site-Built ☐ Manufactured		
YEAR HOME WAS BUILT: _____ HOME IS A RENTAL ☐		
Are you a City electric customer? ☐ Yes ☐ No		
Are you a City gas customer? ☐ Yes ☐ No		
Existing Gas Heating Equipment:		
☐ Furnace AFUE _____ ☐ Boiler AFUE _____		
☐ Fireplace / FS Stove FE _____ ☐ Water Tank EF _____		
How did you hear about our program? ☐ Bill Insert ☐ Permit Counter		
☐ News Paper ☐ Radio ☐ Online ☐ Contractor ☐ Friend ☐ _____		

Step 3

Select the following rebate for existing City natural gas and electric customers or New City natural gas/non-City electric customers that you are applying for:

- | | |
|---|-------|
| ☐ Upgrading – Warm Air Furnace or Boiler | \$600 |
| ☐ Upgrading – Fire Place / Free Standing Stove | \$400 |
| ☐ Upgrading – Water Heating – Tankless | \$400 |
| ☐ Upgrading – Water Heating – Tank | \$200 |



Step 4

Submit your completed application:

By Email: Heather Forgey forgeyh@ci.ellensburg.wa.us

In person: City Hall 2nd Floor Public Works & Utilities Department

By Mail: City of Ellensburg Gas Division 501 N. Anderson Street Ellensburg, WA 98926

General Qualifications:

- Applies to existing single and multifamily, including manufactured residence.
- Must install new natural gas appliances to comply with all program requirements as well as federal, state, and local codes
- Must have signed rebate agreement prior to completion of installation
- New construction and mobile homes are not eligible.
- All work must be completed and pass inspection by December 31, 2020.
- See additional specifications online at <http://www.ci.ellensburg.wa.us/naturalgasrebates>

Rebate Process:

- 1) Review specifications and terms of rebate
- 2) Acquire building/mechanical permit
- 3) Complete and submit rebate application to City Gas Division for review and confirmation (possible pre-project inspection)
- 4) Sign rebate agreement (must be done within 30 days of final mechanical inspection or approved by Gas Engineer)
- 5) Complete work including building/mechanical permit final inspection
- 6) Submit paid invoice, final bid, and manufacture's literature on the type of appliance, brand name, AFUE, and BTU load or AHRI certificate to City Gas Div.
- 7) Gas Division staff verifies work completed to specifications and submits for City payment
- 8) Customer receives rebate check in the mail (approx. 6-8 weeks)



2020 Residential Natural Gas Rebate Specifications for Upgrading Appliances

This is a summary of available rebates effective January 1, 2020 and is not intended to identify all the program requirements or guarantee a rebate amount. These rebates apply to single and multifamily, including manufactured residence. All work must be completed and pass inspection by December 31, 2020. Customers must apply for rebates and have a signed agreement prior to installation and inspection.

Upgrading Gas equipment rebate amounts

Natural Gas Appliance	Rebate
Space Heating - Warm Air Furnace or Boiler	\$600
Fireplace / Free Standing Stove or Wall heater	\$400
Water Heating - Tankless	\$400
Water Heating - Tank	\$200

SPACE HEATING SPECIFICATIONS

Upgrading any existing 80% AFUE or lower Natural Gas heating system to any permanent high efficient natural gas space heating system

Natural Gas Furnace or Boiler – Minimum of 95% AFUE

Cannot be combined with a heat pump system

The existing gas heating system must be uninstalled.

Fireplace/Free standing stove or Wall heater – Minimum of 70% AFUE

Cannot be combined with a new or existing gas furnace or boiler rebate.

All equipment must be vented to the outside air.

WATER HEATING SPECIFICATIONS

Upgrading any existing Natural Gas water heating system to any permanent high efficient natural gas water heating system

Tank Heater – 40 gallons or greater and Energy Star

Tankless Heater – EF must be a minimum of 0.85

TERMS

Customers must apply for rebates and have a signed agreement prior to installation and inspection. Rebates cannot be applied for prior to building/mechanical permits being submitted. Multiple appliances can be applied for. All appliances must be vented and installed according to current building code. Upgrading rebates are not to exceed 75% of the total equipment and installation cost. A carbon monoxide detector must also be installed. Any outstanding City invoices must be paid. All rebate payments are subject to final inspections and approval. These rebates are a limited time offer and subject to change without notice.

Revised 1/6/20

Rebate Process:

- 1) Review specifications and terms of rebate
- 2) Acquire building/mechanical permit
- 3) Complete and submit rebate application to City Gas Division for review and confirmation (possible pre-project inspection)
- 4) Sign rebate agreement (must be done within 30 days of final mechanical inspection or approved by Gas Engineer)
- 5) Complete work including building/mechanical permit final inspection
- 6) Submit paid invoice, final bid, and manufacture's literature on the type of appliance, brand name, AFUE, and BTU load or AHRI certificate to City Gas Division
- 7) Gas Division staff verifies work completed to specifications and submits for City payment
- 8) Customer receives rebate check in the mail (approx. 6-8 weeks)

Questions? Please contact Heather Forgey 509-925-8603 forgeyh@ci.ellensburg.wa.us
Gas Division upstairs in City Hall 501 N. Anderson Street, Ellensburg, WA

* EF (Energy Factor)

** AFUE (Annual Fuel Utilization Efficiency)

*** AHRI certificate (Air-Conditioning, Heating and Refrigeration Institute) This certification confirms the AFUE for furnace and boilers and EF for the water heaters. www.ahridirectory.org



2020 Residential Natural Gas Upgrading Rebate Program

IMPLEMENTATION AGREEMENT

This agreement is entered into January 14, 2021 between the City of Ellensburg (hereinafter referred to COE) and _____ the owner (hereinafter referred to as Owner) located at _____, Ellensburg Washington.

RECITAL

The COE has funding available through the City's Energy Services Conservation budgets to provide rebates to Owners wanting to permanently replace specific natural gas appliances and install new natural gas appliances in existing homes. The Owner intends to install the new natural gas equipment identified in Exhibit A, at the location described below and has requested a rebate from the COE.

AGREEMENT

The COE and the Owner agree as follows:

- Premises:** Owner agrees to permanently replace the gas equipment identified and install more efficient natural gas equipment per Exhibit A at the home located at _____, Ellensburg, WA.
- Award of Funds:** Upon completion of the upgraded natural gas appliance by the Owner's Contractor, a mechanical inspection and project approval by COE staff, COE agrees to award the Owner the following rebate amount:
Eligible Rebate Amount based on project details: \$ 400.00
Actual installed Rebate Amount: \$ _____ Initial by Owner _____ by COE _____
- Completed Agreement.** Owner understands only complete agreements can be processed for rebates. Failure to submit a completed agreement, including all documentation requirements, may result in delay or rejection of a rebate request.
- COE Inspection.** Owner will allow, if requested, a representative from COE reasonable access to their property to verify the installed product before a rebate is credited. Owner understands a rebate will not be credited if they refuse to participate in any required verification that is scheduled within 30 days of COE contact/request. COE may contact the product vendor or installer, if needed, to verify purchase or installation and may provide my name and address to third parties to complete this verification.

5. **COE's Responsibilities and Separate Contract:** The permanent replacement of the natural gas equipment and installation of the new natural gas equipment is to be provided under a separate contract between the Owner and their Contractor. COE is not responsible for any decision about which licensed and qualified contractor the Owner selects. The COE shall not be, and shall not be deemed to be, a party to such contract. All obligations to the Contractor shall be the Owner's and not the COE's responsibility. The Owner expressly acknowledges that COE's involvement with respect to the replacement project, including but not limited to any cost analysis or inspection by COE of the premises, is solely undertaken in connection with furnishing the rebate.
6. **Use of Billing Information:** Owner agrees to allow the COE to analyze monthly billing information for evaluation purposes. Should this billing information not be releasable without tenant approval following occupancy, Owner further agrees to allow the COE to request from those tenants the monthly utility billing information.
7. **Term of Funding Commitment:** Completed rebate applications will be reviewed and processed by COE on a first-come, first-served basis with individual project funding committed on acceptance into the program. COE will stop accepting applications when program funds are fully committed. For all projects COE's funding commitment ends on December 31st, 2020. Projects must be completed and submitted for payment prior to December 14th, 2020.
8. **Disclaimer:** Owner acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings and that by providing information in good faith concerning the benefits of energy saving strategies and by entering into this agreement, the COE does not warrant energy savings.
9. **Installations Specifications:** Owner agrees to comply with the National Electrical Code, COE's Natural Gas Utility Specifications, Exhibit A and all applicable mechanical codes at the time of installation.
10. **Codes and Permits.** Owner agrees to secure permits and comply with all applicable federal, state and local codes and requirements in the replacement of natural gas equipment and installation of all new natural gas equipment. Permits are required and appropriate building officials must approve installations. Owner agrees to maintain compliance documents in their files and have them available for review if requested.
11. **Loss of Reimbursement:** Failure to meet all COE's Specifications may result in a reduction or elimination of reimbursements. (See Exhibit A).
12. **Disclaimer of Warranties.** SELECTION OF QUALIFYING EQUIPMENT, MANUFACTURER, DEALER, SUPPLIER AND/OR INSTALLER AND PURCHASE, INSTALLATION AND OWNERSHIP/MAINTENANCE OF THE QUALIFYING EQUIPMENT REFERENCED IN THE REBATE FORM ARE THE RESPONSIBILITY OF THE CUSTOMER. COE DOES NOT ENDORSE ANY SPECIFIC MANUFACTURER, DEALER OR CONTRACTOR AND MAKES NO REPRESENTATIONS REGARDING

SPECIFIC MANUFACTURER, DEALER OR CONTRACTOR OR THEIR WORKMANSHIP. COE MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. BY APPLYING, OWNER AGREES TO INDEMNIFY COE, ITS OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM/AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING FROM ANY PRODUCTS INSTALLED.

I hereby certify that all information is accurate, including claims of customer and equipment information. My signature below indicates I have read, understand and agree to all terms and conditions on this application and acknowledge the City of Ellensburg may verify all the information provided.

Property Owner or
Legally Authorized
Representative: _____

Check to be issued to: _____

Address: _____, Ellensburg, WA 98926

Property Owner or
Legally Authorized
Representative Signature: _____ Date: ____/____/____

City of Ellensburg Signature: _____ Date: ____/____/____

EXHIBIT A

Rebates are based on specific gas equipment to be permanently replaced and new natural gas equipment to be installed. Items identified and the associated rebates offered at the time this agreement was executed may change during construction work. The rebates offered in the agreement will change to represent actual work completed and both parties will initial the space on page one of the agreement recognizing this modification to the original agreement. Rebates offered are not to exceed 75% of the total equipment and installation cost. A carbon monoxide detector must also be installed. Any outstanding City invoices must be paid prior to rebate being issued. All rebate payments subject to final inspections and approval.

Natural Gas heating systems eligible for rebates:

- Forced Air Furnaces without a heat pump – 95% AFUE or greater
- High Efficiency Boilers - 95% AFUE or greater
- Fireplace or Free Standing Stoves – 70% AFUE or greater
- Tank Water Heaters – Energy Star and 40 gallons or greater
- Tankless Water Heaters – 85% AFUE or greater

All natural gas heating piping and equipment installation shall comply with the applicable mechanical codes as amended. Mechanical permits for fuel gas piping and equipment installation are required as part of the process. An inspection is required prior to gas turn on. Copies of inspections and appliance specifications shall be provided by Owner to COE on project completion to complete rebate process.

Itemized Natural Gas Equipment to be installed

Original Agreement Rebate	Natural Gas Equipment Removed	Natural Gas Equipment Installed	As Completed Rebate
	Forced Air Furnace or Boiler	Forced Air Furnace or Boiler	
	Unit Heater or Fireplace or Stove	Fireplace / Free Standing Stove	
	Water Heating - Tank	Water Heating – Tank	
	Water Heating - Tank	Water Heating – Tankless	



Natural Gas Appliance Rebate Application & Agreement Form

NEW CONSTRUCTION

APPLICANT INFORMATION (PLEASE PRINT OR TYPE)

Applicant Name:		Contact Phone Number:
Address (Where Appliance is Installed)		
Mailing Address (If Different) ☐ Same		
City:	State:	Zip:

To Qualify for a Natural Gas Appliance New Construction Rebate:

1. Rebates are effective through December 31, 2021.
2. Limited to single and multifamily residential dwellings within the City Natural Gas service territory. Mobile homes are not eligible for rebates.
3. Only one appliance is allowed to qualify for a new construction rebate.
4. The new appliance must be installed according to all jurisdictional building codes. Depending on appliance, a building permit may be required. Proof of installation and permitting is required for approval.
5. This application and agreement must be signed and submitted to the City prior to installation of the new appliance.
6. The application and agreement will expire if all requirements and documentation have not been submitted within 6 months of the date received or by December 31st, 2021, whichever comes first.
7. A carbon monoxide detector must be installed.
8. Appliance installed must meet the efficiency requirements outlined on page two of this application.

To Apply for the Rebate:

1. Select the appliance rebate being applied for below.

Natural Gas Appliance		Rebate Amount (Maximum)
☐	Water Heating – Tankless	\$1000
☐	Water Heating – Tank	\$600
☐	Cooking	\$100

2. Sign and submit this application and agreement form. *Make sure to submit the application prior to new appliance installation.* Signed forms can be submitted in the following ways:

By Email: To Heather Forgey at forgeyh@ci.ellensburg.wa.us

In Person: City Hall 2nd Floor Public Works and Utilities Department (501 N Anderson St, Ellensburg)

By Mail: City of Ellensburg Gas Division, 501 N Anderson St, Ellensburg, WA 98926

Approval and Payment of the Rebate:

1. Applicant must meet the requirements for qualification and submit a paid invoice along with the manufacturer's literature on the type of appliance, brand name, efficiency rating and BTU load. Photos or physical inspection may be required in addition to the submitted documentation.
2. The rebate total is not to exceed 75% of the total equipment and installation costs.
3. Once all requirements are met and approved, Gas Division staff will submit for rebate payment to the applicant.
4. The rebate payment should be received by mail within 6-8 weeks.

Appliance Specifications and Additional Rebate Information:

1. Water Heating Specifications
 - Tankless Water Heater** – Minimum of .90 EF
 - Tank Water Heater** – Minimum of .67 EF
 - Tank must be 40 gallons or greater
2. Additional Rebate Information:
 - a) Any outstanding City invoices must be paid prior to rebate being issued.
 - b) This rebate is a limited time offer and subject to change without notice.
 - c) A copy of the signed application and agreement is available upon request.

NOTES: AFUE = Annual Fuel Utilization Efficiency, EF = Energy Factor

Terms of Agreement:

The City of Ellensburg (COE) and the Applicant (Owner) agree as follows:

1. **Premises:** The Owner agrees to install new appliance at the applied for location in accordance with application and agreement requirements.
2. **Completed Documentation:** The Owner understands only a completed application and agreement can be processed for rebates. Failure to submit a completed application and agreement, including all required documentation, may result in delay or rejection of a rebate request.
3. **City of Ellensburg Inspection:** The Owner will allow, if requested, a representative from the City Gas Division reasonable access to their property to verify the installed product before a rebate is credited. The Owner understands a rebate will not be credited if they refuse to participate in any required verification that is scheduled within 30 days of COE contact/request. COE may also contact the product vendor or installer, if needed, to verify purchase or installation and may provide Owner name and address to third parties to complete this verification.
4. **Separate Contract:** The installation of the new natural gas equipment is to be provided under a separate contract between the Owner and their Contractor. COE is not responsible for any decision about which licensed and qualified Contractor the applicant selects. COE shall not be, and shall not be deemed to be, a party to such contract. All obligations to the Contractor shall be the Owner's and not the COE's responsibility. The Owner expressly acknowledges that the COE's involvement with respect to the appliance installation project, including but not limited to any cost analysis or inspection by the City Gas Division of the premises, is solely undertaken in connection with furnishing the rebate.
5. **Term of Funding Commitment:** COE's funding commitment ends on December 31, 2021.
6. **Disclaimer:** The Owner acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings and that by providing information in good faith concerning the benefits of energy saving strategies and by entering into this agreement, the COE does not warrant energy savings.
7. **Loss of Reimbursement:** Failure to meet all of the COE's specifications may result in a reduction or elimination of the rebate.
8. **Disclaimer of Warranties:** Selection of qualifying equipment, manufacturer, dealer, supplier and/or installer and purchase, installation and ownership/maintenance of the qualifying equipment referenced in the rebate form are the responsibility of the Owner. COE does not endorse any specific manufacturer, dealer or contractor and makes no representations regarding specific manufacturer, dealer or contractor or their workmanship. COE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaims any such representation,

warranty or liability. By applying, the OWNER agrees to indemnify the COE, its officers, employees, elected officials and agents, from/against all loss, damage, expense, fees, costs and liability arising from any products installed.

I hereby certify that all information is accurate, including claims of customer and equipment information. My signature below indicates I have read, understand and agree to all terms and conditions on this application and agreement and acknowledge the City of Ellensburg may verify all the information provided.

Property Owner or Legally Authorized Representative: _____

Signature: _____ Date: ____/____/____

City of Ellensburg Signature: _____ Date: ____/____/____

DO NOT WRITE IN THIS BOX
City of Ellensburg Gas Division Use Only

Date Received: _____ Received By: _____ Applied and Eligible Rebate Amount: _____

Approved Date: _____ Approved By: _____ Final Rebate Amount: _____

Natural Gas Appliance Rebate Application & Agreement Form

APPLICANT INFORMATION (PLEASE PRINT OR TYPE)

Applicant Name:		Contact Phone Number:
Address (Where Appliance is Installed)		
Mailing Address (If Different) ☐ Same		
City:	State:	Zip:
Is this a Rental Property: ☐ Yes ☐ No		Are You a City Electric and/or Gas Customer: ☐ Non-City Electric ☐ City Electric ☐ City Gas

FUEL SWITCHING

To Qualify for a Natural Gas Appliance Fuel Switching Rebate:

1. Rebates are effective through December 31, 2021.
2. Limited to single and multifamily residential dwellings within the City Natural Gas service territory. Mobile homes are not eligible for rebates.
3. Appliance(s) must be switched from an existing electric appliance or wood burning stove. Existing propane appliances do not qualify.
4. The new appliance(s) must be installed according to all jurisdictional building codes. Depending on appliance, a building permit may be required. Proof of installation and permitting is required for approval.
5. This application and agreement must be signed prior to installation of the new appliance.
6. The application and agreement will expire if all requirements and documentation have not been submitted within 6 months of the date received or by December 31st, 2021, whichever comes first.
7. A carbon monoxide detector must be installed, or if existing, must be in proper working condition.
8. Appliance(s) installed must meet the efficiency requirements outlined on page two of this application.

To Apply for the Rebate:

1. Select the appliance rebates being applied for below.

	Electric Appliance	Natural Gas Appliance	Rebate Amount (Maximum)
☐	Baseboard, Wall Cadets, or Radiant Heat	Gas Forced Air Furnace	\$1200
☐	Forced Air Furnace	Gas Forced Air Furnace	\$600
☐	Water Heating – Tank	Water Heating – Tankless	\$600
☐	Water Heating – Tank	Water Heating – Tank	\$400
☐	Cooking	Cooking	\$100
☐	Clothes Dryer	Clothes Dryer	\$100
☐	Non Electric – Wood Burning Stove*	Fireplace or Free Standing Stove*	\$600

*Can Not Have Any Other Natural Gas Heat Source

2. Sign and submit this application and agreement form. *Make sure to submit the application prior to new appliance installation.* Signed forms can be submitted in the following ways:

By Email: To Heather Forgey at forgeyh@ci.ellensburg.wa.us

In Person: City Hall 2nd Floor Public Works and Utilities Department (501 N Anderson St, Ellensburg)

By Mail: City of Ellensburg Gas Division, 501 N Anderson St, Ellensburg, WA 98926

Approval and Payment of the Rebate:

1. Applicant must meet the requirements for qualification and submit a paid invoice along with the manufacturer's literature on the type of appliance, brand name, efficiency rating and BTU load. Photos or physical inspection may be required in addition to the submitted documentation.
2. The rebate total is not to exceed 75% of the total equipment and installation costs.
3. Once all requirements are met and approved, Gas Division staff will submit for rebate payment to the applicant.
4. The rebate payment should be received by mail within 6-8 weeks.

Appliance Specifications and Additional Rebate Information:

1. Space Heating Specifications
 - Natural Gas Furnace** – Minimum of 95% AFUE
 - Cannot be combined with a heat pump system
 - The existing electric system must be uninstalled
 - Fireplace or Free Standing Stove** – Minimum of 70% AFUE
 - Must be the only natural gas heat source
 - Only qualifies if fuel switching from wood burning
2. Water Heating Specifications
 - Tankless Water Heater** – Minimum of .90 EF
 - Tank Water Heater** – Minimum of .67 EF
 - Tank must be 40 gallons or greater
3. Clothes Dryer Specifications
 - Minimum of 3.48 CEF
4. Additional Rebate Information:
 - a) Any outstanding City invoices must be paid prior to rebate being issued.
 - b) These rebates are a limited time offer and subject to change without notice.
 - c) A copy of the signed application and agreement is available upon request.

NOTES: AFUE = Annual Fuel Utilization Efficiency, EF = Energy Factor, CEF = Combined Energy Factor

Terms of Agreement:

The City of Ellensburg (COE) and the Applicant (Owner) agree as follows:

1. **Premises:** The Owner agrees to install new appliance(s) at the applied for location in accordance with application and agreement requirements.
2. **Completed Documentation:** The Owner understands only a completed application and agreement can be processed for rebates. Failure to submit a completed application and agreement, including all required documentation, may result in delay or rejection of a rebate request.
3. **City of Ellensburg Inspection:** The Owner will allow, if requested, a representative from the City Gas Division reasonable access to their property to verify the installed product(s) before a rebate is credited. The Owner understands a rebate will not be credited if they refuse to participate in any required verification that is scheduled within 30 days of COE contact/request. COE may also contact the product vendor or installer, if needed, to verify purchase or installation and may provide Owner name and address to third parties to complete this verification.
4. **Separate Contract:** The installation of the new natural gas equipment is to be provided under a separate contract between the Owner and their Contractor. COE is not responsible for any decision about which licensed and qualified Contractor the applicant selects. COE shall not be, and shall not be deemed to be, a party to such contract. All obligations to the Contractor shall be the Owner's and not the COE's responsibility. The Owner expressly acknowledges that the COE's involvement with respect to the appliance installation project, including but not limited

to any cost analysis or inspection by the City Gas Division of the premises, is solely undertaken in connection with furnishing the rebate.

5. **Term of Funding Commitment:** COE's funding commitment ends on December 31, 2021.
6. **Disclaimer:** The Owner acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings and that by providing information in good faith concerning the benefits of energy saving strategies and by entering into this agreement, the COE does not warrant energy savings.
7. **Loss of Reimbursement:** Failure to meet all of the COE's specifications may result in a reduction or elimination of the rebate.
8. **Disclaimer of Warranties:** Selection of qualifying equipment, manufacturer, dealer, supplier and/or installer and purchase, installation and ownership/maintenance of the qualifying equipment referenced in the rebate form are the responsibility of the Owner. COE does not endorse any specific manufacturer, dealer or contractor and makes no representations regarding specific manufacturer, dealer or contractor or their workmanship. COE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaims any such representation, warranty or liability. By applying, the OWNER agrees to indemnify the COE, its officers, employees, elected officials and agents, from/against all loss, damage, expense, fees, costs and liability arising from any products installed.

I hereby certify that all information is accurate, including claims of customer and equipment information. My signature below indicates I have read, understand and agree to all terms and conditions on this application and agreement and acknowledge the City of Ellensburg may verify all the information provided.

Property Owner or Legally Authorized Representative: _____

Signature: _____ Date: ____/____/____

City of Ellensburg Signature: _____ Date: ____/____/____

DO NOT WRITE IN THIS BOX
City of Ellensburg Gas Division Use Only

Date Received: _____ Received By: _____ Applied and Eligible Rebate Amount: _____

Approved Date: _____ Approved By: _____ Final Rebate Amount: _____



Natural Gas Rebate Application & Agreement Form

SMART THERMOSTAT

APPLICANT INFORMATION (PLEASE PRINT OR TYPE)

Applicant Name:		Contact Phone Number:
Address (Where Thermostat is Installed)		
Mailing Address (If Different) ☐ Same		
City:	State:	Zip:

To Qualify for a Smart Thermostat Rebate:

1. Rebates are effective through December 31, 2021.
2. Limited to single and multifamily residential dwellings within the City Natural Gas service territory. Mobile homes are not eligible for rebates.
3. Limit of one smart thermostat rebate per household.
4. Must be a City of Ellensburg natural gas customer with an operating natural gas furnace.
5. New thermostat installed must be on the BPA Smart Thermostat Qualified Products List (www.bpa.gov/EE/Policy/IManual/Documents/Essentials_HVAC/Smart_Tstat_QPL.pdf) and must have the occupancy detection set to on.

To Apply for the Rebate:

1. Select the option below to confirm thermostat controlled heating source and rebate being applied for.

Thermostat Controlled Heating Source		Rebate Amount (Maximum)
☐	Natural Gas Forced Air Furnace	\$100

2. Fill in the following table with new thermostat information.

New Thermostat Information	
Thermostat Manufacturer	
Thermostat Model	
Thermostat Serial Number	
Who Installed the Thermostat?	☐ Homeowner ☐ Contractor

3. Sign and submit this application and agreement form. Signed forms can be submitted in the following ways:

By Email: To Heather Forgey at forgeyh@ci.ellensburg.wa.us

In Person: City Hall 2nd Floor Public Works and Utilities Department (501 N Anderson St, Ellensburg)

By Mail: City of Ellensburg Gas Division, 501 N Anderson St, Ellensburg, WA 98926

Approval and Payment of the Rebate:

1. Applicant must meet the requirements for qualification and submit a copy of receipt of smart thermostat purchase along with the manufacturer's literature on the manufacturer and model. Photos or physical inspection may be required in addition to the submitted documentation.
2. Once all requirements are met and approved, Gas Division staff will submit for rebate payment to the applicant.
3. The rebate payment should be received by mail within 6-8 weeks.

Additional Rebate Information:

1. Any outstanding City invoices must be paid prior to rebate being issued.
2. This rebate is a limited time offer and subject to change without notice.
3. A copy of the signed application and agreement is available upon request.

Terms of Agreement

The City of Ellensburg (COE) and the Applicant (Owner) agree as follows:

1. **Premises:** The Owner agrees to install new thermostat at the applied for location in accordance with application and agreement requirements.
2. **Completed Documentation:** The Owner understands only a completed application and agreement can be processed for rebates. Failure to submit a completed application and agreement, including all required documentation, may result in delay or rejection of a rebate request.
3. **City of Ellensburg Inspection:** The Owner will allow, if requested, a representative from the City Gas Division reasonable access to their property to verify the installed product before a rebate is credited. The Owner understands a rebate will not be credited if they refuse to participate in any required verification that is scheduled within 30 days of COE contact/request.
4. **Term of Funding Commitment:** COE's funding commitment ends on December 31, 2021.
5. **Disclaimer:** The Owner acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings and that by providing information in good faith concerning the benefits of energy saving strategies and by entering into this agreement, the COE does not warrant energy savings.
6. **Loss of Reimbursement:** Failure to meet all of the COE's specifications may result in a reduction or elimination of the rebate.
7. **Disclaimer of Warranties:** Selection of qualifying equipment, manufacturer, dealer, supplier and/or installer and purchase, installation and ownership/maintenance of the qualifying equipment referenced in the rebate form are the responsibility of the Owner. COE does not endorse any specific manufacturer, dealer or contractor and makes no representations regarding specific manufacturer, dealer or contractor or their workmanship. COE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaims any such representation, warranty or liability. By applying, the OWNER agrees to indemnify the COE, its officers, employees, elected officials and agents, from/against all loss, damage, expense, fees, costs and liability arising from any products installed.

I hereby certify that all information is accurate, including claims of customer and equipment information. My signature below indicates I have read, understand and agree to all terms and conditions on this application and agreement and acknowledge the City of Ellensburg may verify all the information provided.

Property Owner or Legally Authorized Representative: _____

Signature: _____ Date: ____/____/____

City of Ellensburg Signature: _____ Date: ____/____/____

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AGENDA REPORT

Meeting Date: January 21, 2021

Agenda Subject: **CLEAN ENERGY TRANSFORMATION ACT - UPDATE**

Submitted by: Buddy Stanavich Public Works & Utilities

Recommended Action or Motion: No action required, for report only.

Background/Summary: Staff is providing an update to the Utility Advisory Committee on the Clean Energy Transformation Act (CETA). Below is a list of upcoming milestones/requirements the City must meet this year.

Previous Council Action: N/A

Analysis:

1. **2021 – July 1 – WAC 194-40-060**
 1. Utility Fuel Mix source and disposition report
 2. RCW 19.29A.140
 3. Form to be provided by The Department of Commerce

1. Greenhouse gas content and calculation report
 1. WAC 173-444
 2. RCW 19.405.070
 3. Department of Ecology calculation requirements

2. **2021 – July 31 – RCW 19.405.120**
 1. Energy assistance for low-income households
 2. RCW 19.29A.120
 3. Commerce to provide requirements for utilities

3. **2022 – January 1 – WAC 194-40-050, WAC 194-40-200**
 1. 4-year Clean Energy Implementation Plan (every 4 years thereafter)

2. Proposed Interim targets between January 1, 2022 until December 31, 2025
3. Propose specific targets for:
 1. Energy Efficiency
 2. Demand Response
 3. Renewable Energy
1. Specific actions to ensure equitable transition
 1. Identify each highly impacted community
 2. Identify vulnerable populations through a public process
 3. Report forecasted distribution of energy and nonenergy costs and benefits
 4. Include indicators associated with energy benefits, reduction of burdens, et al
 5. Identify expected effect of specific actions on vulnerable populations
 6. Describe how specific actions in the CEIP are consistent with and informed by the utility's longer-term strategies
1. Use of alternative compliance options
2. CEIP must be consistent with most recent IRP
3. CEIP must be consistent with the utility's clean energy action plan – RCW 19.280.030 (1) or 19.280.030(5)
4. CEIP must identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 – NEW (next section)
5. If utility intends to use the 2% incremental cost approach in WAC 194-40-230 – NEW – then information and demonstration is required per WAC 194-40-230 (3) and WAC 194-40-350 (2)
6. ****Any utility that is not subject to RCW 19.280.030 (1) may utilize a simplified reporting form**
7. Submit summary of public input process and how public comments were reflected in specific actions
8. Council must hold a public meeting
9. Adopt the plan
10. Submit the plan to Department of Commerce

11. Make the plan available to the public
12. Repeat every 4 years thereafter

4. 2022 – January 1 – WAC 194-40-210

1. Resource adequacy (RA) standard
2. Identify the RA standard relied up in preparing the resource plan and CEIP
3. Explain any changes in future submittals

Financial Impact:

The Department of Commerce has estimated that the annual cost impacts of their imposed rules to be \$993/yr. A significant amount of staff time will be assigned to these tasks and, where necessary, outside expertise will be contracted to help meet the obligations.

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
January 21, 2021

Consent Items

Agenda Reports for items approved by the City Council since our last meeting are attached.

All Utilities

- The Bull Rd utility extension project is currently out for bid. Staff will open bids on Wednesday January 27th. Due to timing of necessary construction activities, staff may take award of bid directly to city council for approval.

Sewer

- Maintenance staff have had to temporarily bypass a water line that was leaking underground in the digester building. They will utilize the leak detection company when they are here to provide the annual leak detection for the water utility to locate the leak.
- Staff are looking at options for repair of the grit auger at the headworks.

Water

- Water pumped for December 2020 was 59,111,846 compared to December 2019 which was 81,533,000.
- Plans for the Illinois Well were submitted to the Department of Health's Division of Drinking Water for review. DOH has reviewed and provided comment. Staff are working with RH2 Engineering Consulting firm to reply to comments provide by DOH. Coho Water Resources has also submitted water right application to Department of Ecology in the amount of 3,200 gallons per minute instantaneous flow.
- An application for additional water rights for the Illinois and Mt. Stuart wells has been submitted to the Department of Ecology for review. Coho Water Resources are assisting staff with that process.
- Water Crews repaired a large break on an 6" Cast Iron water main at the intersection of Capitol Ave and Ruby St. on Wednesday January 6th. Crews were able to isolate and repair without the need to disrupt water service to any customers.

Storm

- The Dolarway bridge and levee project will move forward with the re-configuration/design once the amendment to the consultant's contract goes before City Council on December 7th for authorization. The project is still slated to go out to bid spring 2021. Council authorized the amendment on the 7th.
- Gateway, I design is slated to be at 90% by the end of December. It will then go to Ecology for their 30-day review and comment period. Gateway is slated to go out to bid spring 2021.
- Gateway II agreement with Ecology will need to bypass the UAC on December 17 for favorable recommendation and go directly to the December 21st Council meeting for authorization. Ecology wants the agreement signed before the end of the year. Staff will introduce the agreement to the UAC on December 17th.
- Staff is currently writing the 2020-2021 Stormwater Management Plan and it will appear before the UAC in February for a favorable recommendation to Council.

- Also, at that time staff is preparing several new stormwater ordinances that will go before UAC AND Council to comply with the new Ecology regulations.

Electric

- This year marks 130 years Ellensburg City Light has been powering the community. 1891-2021
- A Journeyman Lineman position is still vacant and being advertised.
- Light Dept. responded to a car hit pole at 14th Ave. and Alder St. after hours on December 27th. Due to the level of damage and staffing level at the time, outside contractor Titan Electric was called in and made repairs.
- Staff is currently working on contracts for 2021 transformer repair/scrap.
- The Power & Gas Manager has been working extensively with BPA on the City's load forecast.
- The Power & Gas Manager participated in the December WPAG meeting remotely.
- City management and the IBEW Union are currently in contract negotiations for 2021-2023.
- While testing at East Ellensburg Substation, our contractor identified an issue with feeder 14 recloser. That unit has been taken out of service and sent off for repairs. Infra-Red scanning of all substations will be scheduled for some time in Jan/Feb. Staff will be provided with a report from the contractor when all work is complete.

Gas

- Mike Helgeson, Gas Journeyman, was selected as the Assistant Public Works Director replacing Rod Paul who is retiring.
- Staff held a Natural Gas System Plan kick-off meeting with EN Engineering on November 11, 2020 and continues to have bi-weekly update meetings.
- Staff made a recent natural gas purchase commitment to Shell Energy North America. The purchase commitment is for 1000 MMBtu/day at \$2.56/MMBtu for the month of March 2021. The total value of the contract purchase is \$79,360. Staff notified City Council, as required by Chapter 9.80 of the ECC, on January 19th.
- Staff participated in Midwest Energy Association (MEA) "Gas Leak Investigation" Workshop during the week of December 7-11th.
- The Gas JATC Apprenticeship Program has been re-activated. Chet Weekes was hired in March 2020 and will be placed into the Program in January, 2021.
- Crews continue with construction and maintenance projects and are completing required Operator Qualification written and hands-on testing.