



**WENATCHEE CITY COUNCIL**  
**Thursday, February 24, 2022**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801  
**AGENDA**

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

Wenatchee City Hall is open for the public to attend Council meetings in person. The meetings are also broadcast live on the City's YouTube channel: [Wenatchee TV](#). The public may also participate in the meeting via phone by calling: (509) 888-3298, passcode 66516#.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY 711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

**5:15 p.m. Regular Meeting**

**1. Call to Order, Pledge of Allegiance, and Roll Call**

**2. Consent Items:**

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*

Vouchers:

Claim checks #202112 through #202186 in the amount of \$944,885.39 for February 10, 2022

Claim checks #202187 through #202261 in the amount of \$294,175.87 for February 17, 2022

Payroll distribution in the amount of \$392,000.00 for February 18, 2022

**3. Citizen Requests/Comments**

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

#### 4. Action Items

- A. New Classification Addition to 2022 Management/Administrative Group Wage Schedule  
Presented by Human Resources Director Kari Page  
**Action Requested:** *Motion for City Council to approve the addition of the new Asset Management Coordinator classification to Grade MA20 of the 2022 Management/Administrative Group Wage Schedule.*
  
- B. City Pool Consultant Agreement  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to authorize the Mayor to negotiate and sign an agreement with Schemata Workshop for engineering and construction management for the City Pool Liner and Plumbing Project.*
  
- C. Water Quality Combined Financial Assistance Agreement for Project No. 1810 Digester 4  
Presented by Deputy Public Works Director-Utilities Jessica Shaw  
**Action Requested:** *Motion requested for the City Council to pass Resolution No. 2022-06 for the Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and City of Wenatchee.*

#### 5. Reports

- a. Mayor's Report
  
- b. Reports/New Business of Council Committees

#### 6. Announcements

#### 7. Adjournment



**DRAFT**

**WENATCHEE CITY COUNCIL**  
**Thursday, February 10, 2022**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801  
**MINUTES**

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

**Present:** Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Mike Poirier; Councilmember Position 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill; City Attorney Steve Smith; City Clerk Tammy Stanger; IS Support Jessi Saucedo; Parks, Recreation & Cultural Services Director David Erickson; Police Captain Brian Chance; Police Chief Steve Crown; Finance Director Brad Posenjak; Community Development Director Glen DeVries

**5:15 p.m. Regular Meeting**

**1. Call to Order, Pledge of Allegiance, and Roll Call.** Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. Councilmember Keith Huffaker led the Pledge of Allegiance. All Councilmembers were present.

**2. Consent Items**

*Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).*

**3. Citizen Requests/Comments**

Wayne Loranger, 1415 Jefferson Street, Wenatchee, wished to address the Council about homeless matters in residential neighborhoods (after the recent request by Grace Lutheran Church to build homeless housing on the church property which backs his property) and read a written statement about his experience with homeless issues in his neighborhood. He would like to see the city code updated to prevent this in residential neighborhoods.

#### 4. Action Items

**A. Lincoln Park Change Order No. 1**

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Council asked questions.

*Motion by Councilmember Mike Poirier for City Council to approve Change Order No. 1 with KRCL in the amount of \$160,728.00 for the Lincoln Park Project. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).*

**B. Columbia River Drug Task Force (CRDTF) Interlocal Agreement**

Police Captain Brian Chance presented the staff report. Council asked questions.

*Motion by Councilmember Linda Herald for City Council to approve and authorize the Mayor to sign the Interlocal Agreement. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).*

**C. Reappointment to Tourism Promotion Area Board**

Executive Services Director Laura Merrill presented the staff report. Freyda Stephens was also present. Councilmember Linda Herald recused herself due to a conflict of interest.

*Motion by Councilmember Top Rojanasthien for City Council to approve Resolution No. 2022-05 reappointing Freyda Stephens to the Tourism Promotion Area Board for a three-year term ending December 31, 2024. Councilmember Travis Hornby seconded the motion. Motion carried (6-0; Herald conflict).*

#### 5. Reports

a. Mayor's Report. The Mayor reported on the following:

- (1) There is a scheduled work session next week for "all things parks related." He and two Councilmembers will be gone next week, so he asked the Council if they still wished to hold the work session or if they would prefer to have Parks, Recreation & Cultural Services Director Dave Erickson present to the PW/ED and Finance Committee instead. The consensus was to have the presentation at the committee meetings. The work session will be canceled for next week then.
- (2) The Mayor testified before the State Transportation Committee today on the transportation bill. The request for Confluence Parkway was not on the list for projects recently announced to receive state funding. He and staff will continue to monitor and keep in contact with Senator Hawkins and local Representatives Gohner and Steele. If Confluence Parkway doesn't make it this round of state

funding staff will be working for additional federal funding, which could take another 8-10 years.

- (3) Executive Services Director Laura Merrill and team continue to work on the environmental process for Confluence Parkway. They participated in a presentation to the Chelan County PUD Commissioners this week and are requesting a concurrence letter from the Chelan County PUD Commissioners. This is a very important step in the process for our region. Executive Services Director Merrill added that the environmental assessment does need to be complete to move forward on the funded part of the project.
- (4) The Mayor spoke about the decision to change insurance carriers from AWC / RMSA to WCIA. He and staff met with WCIA last week. There will be an initial savings of \$300,000 to \$400,000. This will take effect January 1, 2023. He asked City Attorney Steve Smith to research if this needs Council action. AWC/RMSA has been very good to the city for a very long time, and we appreciate the relationship we have had with them over the years.
- (5) The Mayor said the city is considering loosening its masking policy for city staff and will be updated soon. The current city policy is stricter than the governor's policy, and it sounds like the governor will be removing some restrictions in the very near future.
- (6) The noise ordinance update and retaining wall ordinance are both being tabled for the time being. In the meantime, police will continue to respond to noise complaints as per current city code.

b. Reports/New Business of Council Committees

Councilmember Huffaker reported that the moderate risk waste facility is still going strong and is looking at a change of hours (same hours but going to only one Saturday a month). He also mentioned there is a proposed legislation/composting bill being considered that would require counties to set aside land for food and yard waste. Also, he is serving again on the Chamber Executive Director search committee.

Councilmember Linda Herald mentioned she will be gone next Tuesday and will not be able to attend the PW/ED committee meeting. Councilmember Huffaker will attend as the alternate.

Councilmember Mike Poirier attended the Chelan-Douglas County Transportation Council meeting where they viewed presentation by Mike Kaputa/Chelan County on a proposed new trail from Wenatchee to Malaga with a possible water park. He also asked about Our Valley Our Future's action items. Executive Services Director Laura Merrill is the chair this year and there are quite a few items where the city is the lead.

Councilmember Top Rojanasthien attended the Community Action Council meeting where they reviewed the Our Valley Our Future action plan and they have some lead

and supporting roles. He was also impressed with the guest Speaker, Alma Chacon, of CAFÉ, and their expanded tutoring program with student tutors.

Councilmember Travis Hornby reported that the Wenatchee Downtown Association has been busy and First Fridays are back, and the Annual Appreciation Dinner is on February 23.

Councilmember Mark Kulaas provided an update on the Wenatchee Valley Museum & Cultural Center's search for a Museum Director, the Museum's strategic planning process, and a capital campaign being launched for improvements to the Museum.

**6. Announcements.** None.

**7. Adjournment.** With no further business, the meeting adjourned at 6:00 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Kari Page, Director of Human Resources

**MEETING DATE:** February 24, 2022

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- I. **SUBJECT**  
New classification addition to 2022 Management/Administrative Group Wage Schedule (attached).
- II. **ACTION REQUESTED**  
Approve addition of the new Asset Management Coordinator classification to Grade MA20 of the 2022 Management/Administrative Group Wage Schedule.
- III. **OVERVIEW**  
The 2022 Management/Administrative Wage Schedule was presented and approved on November 18, 2021. The job description for this new classification was still under construction with compensation analysis pending and could not be included at that time.
- IV. **FISCAL IMPACT**  
Compensation is incorporated into the approved 2022 budget.
- VII. **ADMINISTRATIVE ROUTING**  
Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director



**Management/Administrative Group Monthly Wage Schedule**  
January 1 - December 31, 2022

Grade	Job Classification					Step 5
MA1	Police Chief	10,797.97	11,337.87	11,904.76	12,500.00	13,250.00
MA2	Director of Public Works	10,390.50	10,910.02	11,455.53	12,028.30	12,750.00
MA3	Director of Executive Services Director of Finance	10,186.76	10,696.10	11,230.91	11,792.45	12,500.00
MA4	Director of Community Development	9,779.29	10,268.26	10,781.67	11,320.75	12,000.00
MA5	Police Captain	9,575.56	10,054.34	10,557.05	11,084.91	11,750.00
MA6	Director of Human Resources Director of Information Services Director of Parks, Recreation & Cultural Services	9,371.82	9,840.41	10,332.43	10,849.06	11,500.00
MA7	City Engineer	8,792.61	9,232.24	9,693.85	10,178.54	10,789.25
MA8	Deputy Public Works Director - Utilities Public Works Operations Manager	8,380.30	8,799.32	9,239.28	9,701.25	10,283.32
MA9	Assistant Director of Finance Engineering Services Manager	7,725.06	8,111.31	8,516.88	8,942.72	9,479.28
MA10	Building/Fire Official Planning Manager Transportation Planning & Development Engineering Manager	7,538.65	7,915.58	8,311.36	8,726.93	9,250.55
MA11	Development Review Engineer Senior Engineer - Utilities	7,226.51	7,587.84	7,967.23	8,365.59	8,867.53
MA12	Capital Projects Manager Facilities Manager GIS Manager Network Administrator Project Engineer Utilities Assistant Manager WWTP Supervisor	6,946.38	7,293.70	7,658.38	8,041.30	8,523.78
MA13	Senior Planner	6,768.31	7,106.73	7,462.07	7,835.17	8,305.28
MA14	Storm/Sewer Collections Supervisor Street Maintenance Supervisor Water Distribution Supervisor	6,566.53	6,894.86	7,239.60	7,601.58	8,057.68
MA15	Accounting Supervisor Utility Planner	6,429.98	6,751.47	7,089.05	7,443.50	7,890.11
MA16	City Clerk	6,298.51	6,613.43	6,944.11	7,291.31	7,728.79
MA17	Accountant Parks Maintenance Supervisor Recreation Supervisor	6,162.23	6,470.34	6,793.85	7,133.55	7,561.56
MA18	Building/Fire Inspector Financial Analyst - Public Works Fleet Supervisor Network Specialist Plans Examiner Public Services Supervisor Technical Services Specialist (Police)	5,857.67	6,150.55	6,458.08	6,780.98	7,187.84
MA19	Housing Program Coordinator Human Resources Generalist Staff Engineer	5,523.98	5,800.18	6,090.19	6,394.70	6,778.38
MA20	Asset Management Coordinator Associate Planner Building Inspector Code Compliance Officer Code Compliance Officer/Building Inspector Police Records Supervisor	5,277.52	5,541.39	5,818.46	6,109.38	6,475.95
MA21	Accreditation & Administration Coordinator IS Support Technician	5,122.86	5,379.00	5,647.95	5,930.35	6,286.17
MA22	Administrative Assistant	4,767.58	5,005.95	5,256.25	5,519.06	5,850.21
	Mayor					9,206.57





## CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** David Erickson, Parks, Recreation and Cultural Services Director

**MEETING DATE:** February 24, 2022

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**I. SUBJECT**

City pool consultant agreement

**II. ACTION REQUESTED**

Move to authorize the Mayor to negotiate and sign an agreement with Schemata Workshop for engineering and construction management for the City Pool Liner and Plumbing Project.

**III. OVERVIEW**

The City Pool is located in Pioneer Park, a seven-acre community park in south Wenatchee. The pool is a 10-lane, 50-meter outdoor swimming and diving facility and is only one of two 10-lane, fifty-meter outdoor pools in the State. It originally opened for use in 1965. Over the years, the pool has received several major and minor upgrades. Among the major upgrades was the complete replacement of the gutter system in 1971, installation of the pool liner and tiles in 1996, replacement of the boiler in 2005, replacement of the filtration system in 2011, replacement of circulation pumps in 2018, renovation of the locker rooms and mechanical room in 2019, the addition of diving board fall zone padding in 2020 and renovation of the pool deck in 2021. Minor projects ranged from annual painting activities to the addition of an ADA lift.



Within a 10-minute walk of much of central and south Wenatchee, located on major transit lines and adjacent to Pioneer Middle School and Wenatchee High School, the City Pool serves a vital recreation, athletic and social hub for the community. Pioneer Park is located within one of the lowest income levels of the City. Along with providing valuable swimming instruction and drownproofing to area youth, providing opportunities for recreational and lap swimming for residents, water fitness and programming for our special needs population as well as seasonal job opportunities, the pool is home to local swim teams and is used for competitive purposes. Thanks to an ongoing private annual donation, we are able to provide over 100 scholarships annually for free swimming lessons and participation on swim teams.

This project will repair the City Pool to help ensure that it remains open to the public into the future, bring new life and improved function to the facility, increase long-term sustainability and reduce the potential for injuries. When functioning correctly, the pool holds 640,482 gallons of water. Unfortunately, due to age, the current pool liner and under pool circulation system is worn

and failing. Holes in the piping and liner failures allows an estimated 77 gallons of water per minute to be lost from the pool while it is operating.

According to the pool analysis completed in 2008 by Water Technology, outdoor plaster pool liners can be expected to last on average 10 years. Even with the extraordinary maintenance that has been performed over the years, the 25-year-old pool liner is failing. This is due to normal wear and tear, cleaning and pool chemicals causing areas of delamination, holes and translucence. This wear allows water to seep from the pool. Annually over the last several years, the pool bottom and walls have been repainted with the hope that the added layer of paint will help retain the water and prevent further loss.



This project will repair the pool by removing and replacing the existing plaster liner to help ensure it holds water and remains functional and operational into the future. The white plaster bottom and walls will be replaced with new plaster and painted bright white.

Another issue that is continually being addressed is the failing of tiles and injuries that result. When the old tiles crack, chip or break due to weather, age or wear, they create sharp edges which cut swimmers hands and feet. When discovered, the tiles are filed down to remove the potential hazard. We haven't historically tracked the number of band aids that have had to be provided due to tile related cuts. In some instances, the cracking or chipping is too extensive to mitigate and so the full tile must be replaced. Matching tiles are no longer manufactured and so when the need to replace full tiles arise, we endeavor to find tiles that are as close as possible to the original. Through this project the pool tiles will be replaced. The areas of tile in the pool that delineate warnings such as wall edges and stair steps will be replaced with red one-inch tiles. Fifty-meter lane markers will be replaced with one-inch black tiles and the twenty-five-yard lane markers will be replaced with one-inch blue tiles to better differentiate between the two courses.



Prior to moving ahead with the liner portion of the project, a leak test was completed on the under-pool circulation system. This test determined that there are several leaks in the old galvanized pipes. This project will further assess and implement repairs to the water circulation system including potentially adding an internal sleeve to the main water supply line located between the bath house and pool shell and removing and replacing the pool circulation lines under the pool to stem the flow of the significant water loss.

The City pool serves as an important resource for the health and vitality of residents in the Wenatchee valley. It is open from early May through August each year. To determine the number of participants that utilize the pool annually, we reviewed attendance statistics from the last 10 years and developed a seasonal average. The ten-year average was used to account for variable closures that were required over the years for lighting, air quality, defecation incidents, Covid and other factors. We also contacted Velocity Swimming and the Summer Swim League for their participation numbers. The swim meets hosted at the City pool represent the third biggest sports tourism event held in the Wenatchee valley drawing swimmers



and their families from around the Pacific Northwest and Canada. These meets create an estimated \$634,964 in economic impact according to the Chamber of Commerce. The figures below represent the average of the number of people who entered the water during the season and doesn't include spectators who visited the facility.



Swimming lessons	970
Swim Meets	2,795
Swim Team Practices	9,750
Public Swims (lap and recreational swims)	8,050
Rentals	2,835
Special Needs Water Fitness	15*
Special Events (football camp, day camps, day cares, dog paddle swim)	<u>365</u>
Total annual average attendance	24,780

\* New program in 2019, not held in 2020/21 due to Covid.



It is realistic to project that the attendance figures would continue to remain consistent and grow over time as the community continues to grow and new programs are developed.

Completion of this project will help satisfy the needs and goals identified by the community in the 2018-2024 Parks, Recreation and Open Space Comprehensive Plan which places a priority on the revitalization and improvement of existing park areas.

### SUMMARY OF THIS REQUEST

From January 14 through February 4, 2022 a request for qualifications (RFQ) solicitation was prepared to obtain submittals from firms potentially interested in completing engineering, project bidding and construction management for the liner and plumbing project. The RFQ was distributed to 318 firms on the Small Works Roster and posted on the City web page. Three submittals were received by the deadline. An evaluation Committee comprised of the Parks, Recreation and Cultural Services Director, Parks Capital Projects Manager, Public Works Operations Manager, Public Works Facilities Manager and two members from the Arts, Recreation and Parks Commission reviewed and ranked the submittals based on the qualifications. From this process, the committee selected Schemata Workshop to complete the project. Schemata was the top choice both individually and cumulatively by evaluators.

Staff is requesting that the Mayor be authorized to negotiate the contract and sign the agreement so that the project may commence.

**IV. FISCAL IMPACT**

The cost estimate included in the application for the project was based upon an inspection of the pool and meeting with two pool contractors in 2019. They specialize in similar projects and had recently completed others in Eastern Washington. The budget would be further refined through the engineering process. The following is a breakdown of the project budget:

REVENUES:

City of Wenatchee General Fund:	\$525,000
2020 Youth Athletic Facilities Grant (received):	\$350,000
State Capital Budget Request (pending):	\$500,000
County Lodging Tax Request (pending):	\$225,000
TOTAL:	\$1,600,000

EXPENSES:

Engineering and Construction Management:	\$240,000
Plumbing:	\$310,000
Liner:	\$850,000
Contingency	\$200,000
TOTAL:	\$1,600,000

**V. PROPOSED PROJECT SCHEDULE**

With this approval, we hope of having the engineers on board so they can examine the pool while it is drained this spring. They would then complete the engineering over the summer with construction this fall to eliminate the impact to the early season swim meets however in the event there are supply chain or other issues, project construction would then be bumped from the Fall of 2022 to the Spring of 2023. The following is the anticipated detailed schedule of tasks:

State Grant Accepted and City Budget Secured	January 13, 2022
Request for Qualifications for Engineering	January 14, 2022
Submittal Deadline for RFQ	February 4, 2022
Complete Review of RFQ's	February 10, 2022
Award Engineering Contract	February 24, 2022
Pool Drained and available for inspection	March - specific date depends on weather
Bid Documents & Cost Estimate Complete	June 1, 2022
Project Construction Bid	June 10, 2022
Construction Bid Deadline	July 5, 2022
Construction Bid Award	July 14, 2022
Project Construction Completed	October 31, 2022

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director

**City of Wenatchee**  
**Request for Qualifications**  
**City of Wenatchee**  
**City Pool Liner/Plumbing Project**  
**Project 20-1238**

The City of Wenatchee is requesting proposals for professional consultant services to complete design engineering, bidding and construction management services for the City of Wenatchee City Pool Liner/Plumbing Project.

**I. DESCRIPTION/BACKGROUND**

The City pool is an outdoor, 10 lane, 50 meter pool that is located at 220 Fuller Street in Pioneer Park, Wenatchee Washington. The pool also has two one meter and one 3-meter diving board. It was originally constructed in 1965 and renovated with new gutter system in 1972. The pool liner was last replaced in 1996. The pool deck was renovated in 2021. The pool also has a spectator seating area, storage building and locker room facility. A photo of the pool is included in Exhibit A. The City pool is typically open to use from Mid-May through Mid-August and hosts regional swimming competitions, swimming lessons and a variety of public sessions.

This project will renovate the Wenatchee City Pool by removing and replacing the existing plaster liner and tiles to help ensure it remains functional and serving the community into the future. The white plaster bottom and walls will be replaced with new plaster and painted bright white. The areas of tile in the pool that delineate warnings such as wall edges and stair steps will be replaced with red one-inch tiles. Fifty-meter lane markers will be replaced with one-inch black tiles and the twenty-five-yard lane markers will be replaced with one-inch blue tiles to better differentiate between the two courses. Other existing pool features such as ladders, railings and lane line attachments will need to be incorporated project.

The project will assess and implement repairs to the water circulation system including adding an internal sleeve to the main water supply line located between the bath house and pool shell, and removing and replacing the pool circulation lines under the pool as the existing lines are worn and leak, creating significant water loss.

The purpose of this Request for Qualifications is to obtain professional consultant services from qualified firms to complete design engineering, bidding and construction management services to implement the project. The City is soliciting statements of qualifications from firms or individuals interested in conducting the tasks generally listed in the Scope of Work below. Qualified firms or individuals should have experience in completing engineering, bidding and construction management of public outdoor recreation projects, particularly outdoor pools and those funded with State grants.

To provide funding for the project, the City applied for, and received a State of Washington Recreation Conservation Office YAF Grant. Additional funding is provided by the City.

**II. PRELIMINARY SCOPE OF WORK (SOW)**

The preliminary project Scope of Work generally includes the following, albeit additional tasks may be identified during contract development:

### *Phase 1 (Design Engineering and Bidding Services)*

*Scoping and Coordination Meeting(s)* – This task includes scoping meetings with City staff on or off site to discuss goals and objectives, schedule, deliverables, level of detail, planning concepts and evaluation procedures. The consultant shall propose project coordination meetings as considered necessary to complete the work.

*Architectural and Design Engineering* –The consultant will be required to provide all architectural, mechanical, and engineering design and related services necessary and to prepare plans and take the project through to completion. This includes: preparation of construction plans and specifications and preparation of bid documents. An intermediate set of construction documents is required to be submitted at 60% of design completion. The 60% documents are required to be approved by the State of Washington Recreation Conservation Office.

*Permitting* – The consultant shall develop plans and specifications with information to allow the contractor to obtain all permits required to complete the construction of the project.

*Bidding Services* – The consultant shall prepare construction documents using standard city documents and processes to accompany the plans and specifications. The consultant will advertise for bids, answer bidder questions, review and tabulate bids, and provide a recommendation of award to the apparent low bidder.

### *Phase 2 (Construction Services)*

*Construction Management* – The consultant shall provide all construction management services necessary and required for the procurement and oversight of contractors, inspection, supervision, management, coordination and administration of the project, so that the required construction work is properly executed, completed within budget and in a timely fashion, conforms to the requirements of the construction documents and to good construction practice. The consultant will be required to provide such services from project commencement through substantial completion, final acceptance, and project close-out. The consultant will review payment requests and work closely with the city for processing payments and addressing change orders as necessary.

*As-built Documents and Reports* - The consultant shall provide as-built drawings upon completion of construction. The consultant shall also provide all materials documentation including O&M manuals if any. The City will provide these to the State as required.

## **III. Submittal Requirements**

### **General**

The statement of qualifications shall be in the format described below and each page shall be identified with the project name, proposer's name, and page number.

### **Cover Letter**

The statement of qualifications shall include a cover letter, not exceeding two pages in length, which summarizes the key points.

### **Demonstrated Experience, Schedule & Budget**

The statement of qualifications shall list previous work experience that demonstrates the ability to complete design engineering and construction management services of public aquatic projects. At a minimum, the following information should be included, as appropriate:

- 1) The name and experience of the Project Manager and Project staff.
- 2) A list of sub-consultants and their experience related to the scope of work, if sub-consultants are to be utilized.
- 3) The company's philosophy and strategies used to ensure projects are completed on schedule and within budget.
- 4) Any particular aspects of the organization that, by way of background, experience, unique qualifications, or other basis, sets your company or team apart from the competition in its ability to accomplish this particular project.
- 5) A proposed outline of tasks.
- 6) Minimum of two examples of similar projects completed by the firm with references and contact information.

Staff may contact the references to gain additional information on the firm's performance.

## **IV. SUBMITTAL LOCATION & DEADLINE**

### **Submittal Location**

Interested consulting firms or individuals shall email their completed submittal to: [daerickson@wenatcheewa.gov](mailto:daerickson@wenatcheewa.gov).

Questions regarding this RFQ should be directed to Dave Erickson at 509-888-3280 or [daerickson@wenatcheewa.gov](mailto:daerickson@wenatcheewa.gov).

### **Submittal Due Date**

The submittal shall include "City Pool Liner/Plumbing Project" in the email subject line. Submittals must be received no later than **2:00 P.M., Friday, February 4, 2022**. No submittal or supplemental information will be considered after this time.

## **VI. PRELIMINARY SCHEDULE**

Request for Qualifications	January 14, 2022
Submittal Deadline	February 4, 2022
City Complete Review	February 11, 2022
City Council Award Engineering Contract	February 24, 2022
Pool Drained and available for inspection	March - TBD
Bid Documents & Cost Estimate Complete	June 1, 2022
Project Construction Bid	June 10, 2022
Construction Bid Deadline	July 5, 2022
Construction Bid Award	July 14, 2022
Project Construction Complete	October 31, 2022

## **VII. CONTRACT**

The City intends to contract with the selected firm using the City's Standard Consultant Agreement. The final agreement will incorporate the agreed upon scope of work,

responsibilities, deliverables and schedule. Contract award will be authorized by the Wenatchee City Council.

**VIII. GENERAL COMMENTS**

Any cost incurred by the respondents in preparing and submitting a response or making an oral presentation shall be the respondents' sole responsibility.

All responses, inquiries or correspondence relating to this request will become the property of the City of Wenatchee.

**Exhibit A – Project Site:**

Wenatchee City Pool  
220 Fuller Street, Wenatchee, Washington



**Project Location**

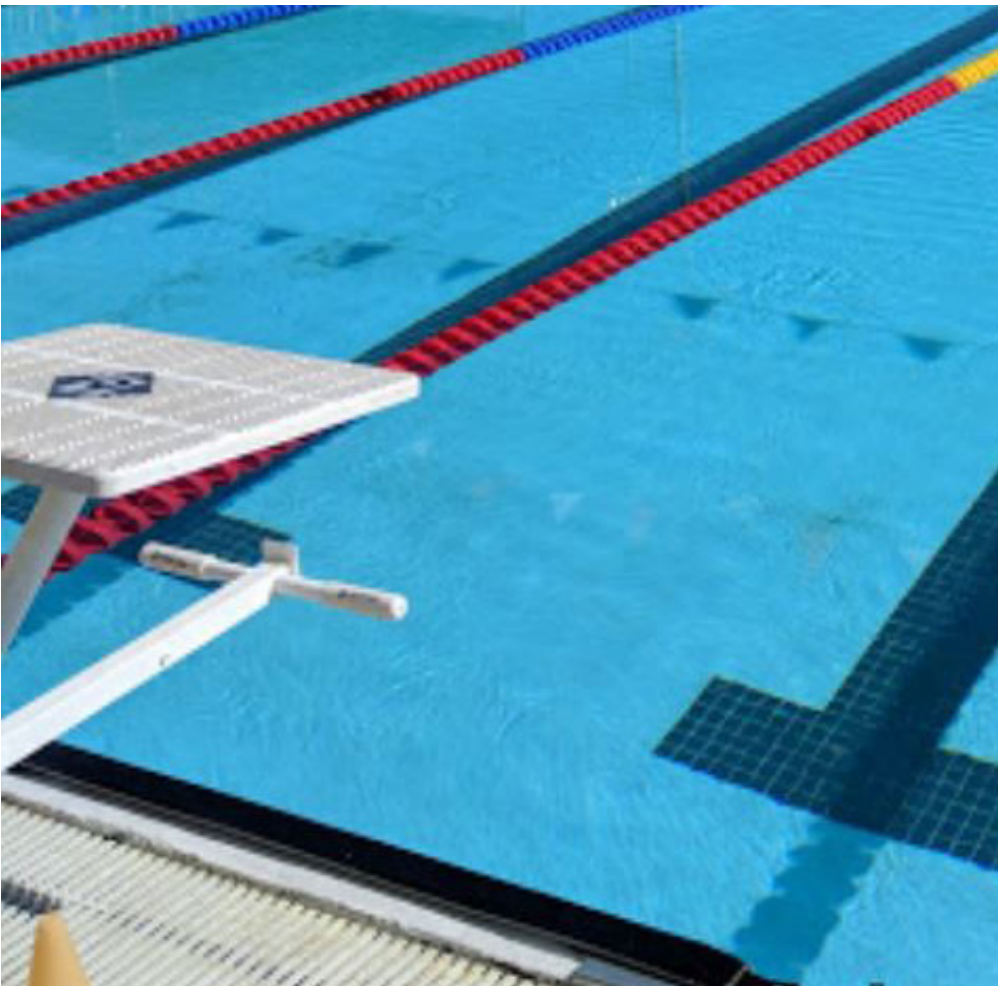




# schemata workshop

## statement of qualifications

City of Wenatchee  
City Pool Liner/Plumbing Project  
4 February 2022



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- i. cover letter
- 1. project team
- 2. philosophy & strategy
- 3. tasks & schedule
- 4. project examples

contact:  
geoff anderson, AIA, assoc. DBIA  
LEED AP

schemata workshop, inc.  
1720 12th ave  
seattle, wa 98122  
206.285.1589

4 February 2022

City of Wenatchee

Attn: Dave Erickson, Parks, Recreation and Cultural Services Director  
City Pool Liner / Plumbing Project

Dear Dave and the Selection Committee:

Schemata Workshop is pleased to submit our qualifications to the City of Wenatchee to provide professional design services to reline and upgrade the plumbing at the existing outdoor community pool in Wenatchee. I will act as Principal in Charge and your main point of contact through the life of the project. I have more than 18 years of experience planning, renovating, and designing aquatics facilities. This includes recent experience in the Wenatchee area for the Eastmont Pool, and the Chelan PUD on a Spray Park Feasibility Study.

We have reviewed the RFQ and fully understand the intent and scope for this project. I have assembled a team that has been working with me on aquatics projects for nearly two decades. Together, we have developed a strong and collaborative working relationship with successful projects all across Washington State. This team includes the following specialties:

- Jesse Barksdale of GDM has been an integral partner on pool-related mechanical and plumbing systems for more than a decade, and has become our region's go-to consultant for aquatics facilities.
- Rick Charbonneau brings the depth of technical knowledge that is required for this type of pool renovation work. In addition, he is the most reliable and accurate cost estimator in the region for aquatic facilities. As a former employee of mine, he has been designing and estimating aquatics projects for more than 35 years and is renowned for his understanding of the factors that will influence a publicly-bid project. In fact, he was integrally involved in the renovations at the Wenatchee City Pool in 1996.
- Brice Anderson of Cross Engineers has likewise been an integral team partner for more than a decade. He is a reliable resource for the specific electrical aspects of pool projects, including power needs, lighting, and the bonding requirements.

Throughout the following pages you will see experience that represents many decades of pool related work. All of it is representative of the personal experience of the members of this team. During the last few years, there have been personnel transitions from other companies. Therefore, you will notice an "\*" on several projects that represent my personal experience while serving as principal architect and main point of contact at either ORB Architects, or INNOVA Architects, when they acquired ORB. When ORB became part of INNOVA, Rick Charbonneau became an independent consultant. Similarly, Jesse has transitioned from Engenuity Systems to his current position at GDM.

Upon reviewing the RFQ, and a conversation with Dave to clarify a few items, we are confident that our team is perfectly-suited for this work. We've completed multiple projects of similar scope, including at the nearby Eastmont Pool a few years ago. I was the Principal in Charge for that project, leading this same team of engineers. We've designed dozens of replastered pools, and several projects have included the replacement of pool piping under the pool slabs. Since you mentioned that you suspect the original pipes are galvanized, replacing those to more current PVC will be helpful to the long-term safe operation of the pool. Currently, we

1720 12th Ave  
Seattle, WA 98122  
206.285.1589

are also working with Metro Parks Tacoma on the replacement of the gutter system at the Stewart Heights Pool in Tacoma.

I hope that you will see in the following Submittal of Qualifications, that we understand your project needs and have the knowledge to design and engineer a successful renovation at the City of Wenatchee City Pool.

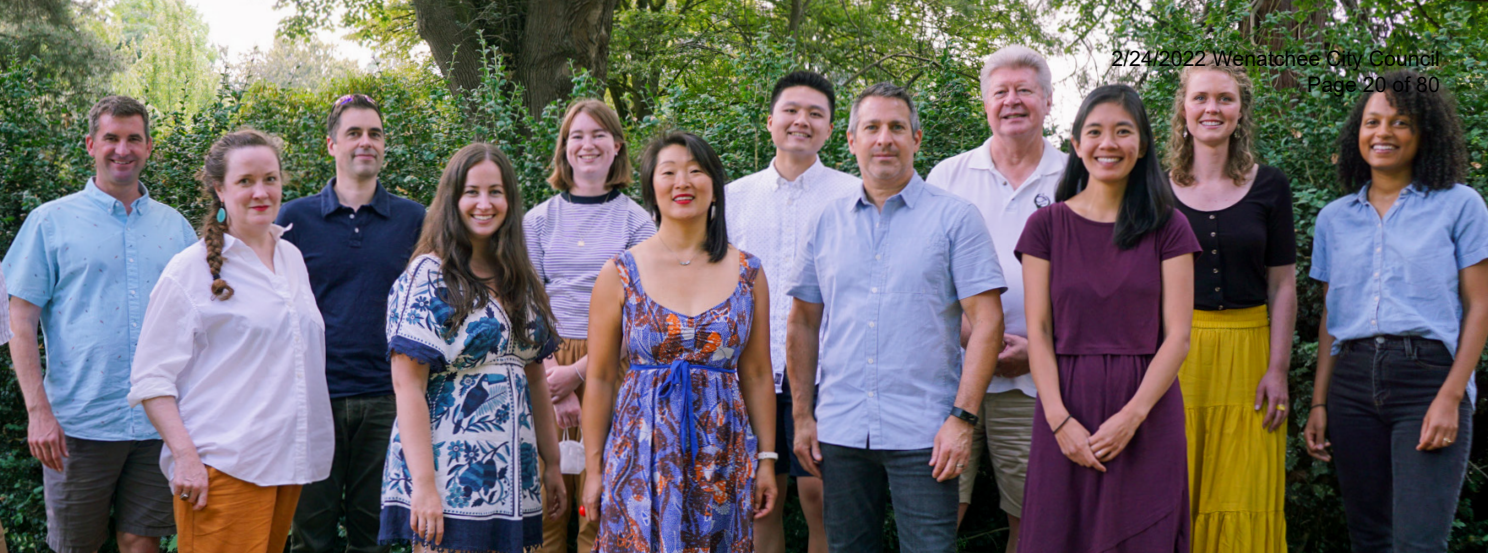
Sincerely,



Geoff Anderson, AIA, LEED AP, Assoc. DBIA  
Principal, Schemata Workshop

1720 12th Ave  
Seattle, WA 98122  
206.285.1589





## **schemata workshop, inc.**

*empowering communities through architecture and design*

### **who we are**

Schemata Workshop, founded in 2004, provides high quality, full architectural services to public and private clients on new and renovation projects. Our twelve staff members form a diverse workforce that reflects the community we serve.

### **Profile**

Schemata Workshop, founded in 2004, provides high quality, full architectural services to public and private clients on new and renovation projects. Our staff of thirteen forms a diverse workforce that reflects the community we serve.

We have a passion for community-based building and believe in the importance of equitable, resilient neighborhoods. Over the past seventeen years we have designed a variety of projects for and with diverse communities around Western Washington, including community centers, affordable housing, and recreation facilities.

Schemata Workshop is a registered Minority/Women Business Enterprise (MWBE) in the state of Washington. Schemata Workshop maintains our JUST label from the International Living Futures Institute: a “nutritional label” for companies that value transparency and social equity. Schemata Workshop is a recipient of the Minority Small Business of the Year Award from King County Executive for leadership in business transparency and social equity.

### **what we value**

Schemata Workshop is a registered Minority/Women Business Enterprise (MWBE) in the state of Washington, as well as an MWESB firm in the state of Oregon. Schemata Workshop maintains our JUST label from the International Living Futures Institute: a “nutritional label” for companies that value transparency and social equity. Schemata Workshop is a recipient of the Minority Small Business of the Year Award from King County Executive for leadership in business transparency and social equity.

### **professional affiliations**

American Institute of Architects

U.S. Green Building Council

Housing Development Consortium of Seattle and King County

Washington Recreation & Parks Association

Capitol Hill EcoDistrict

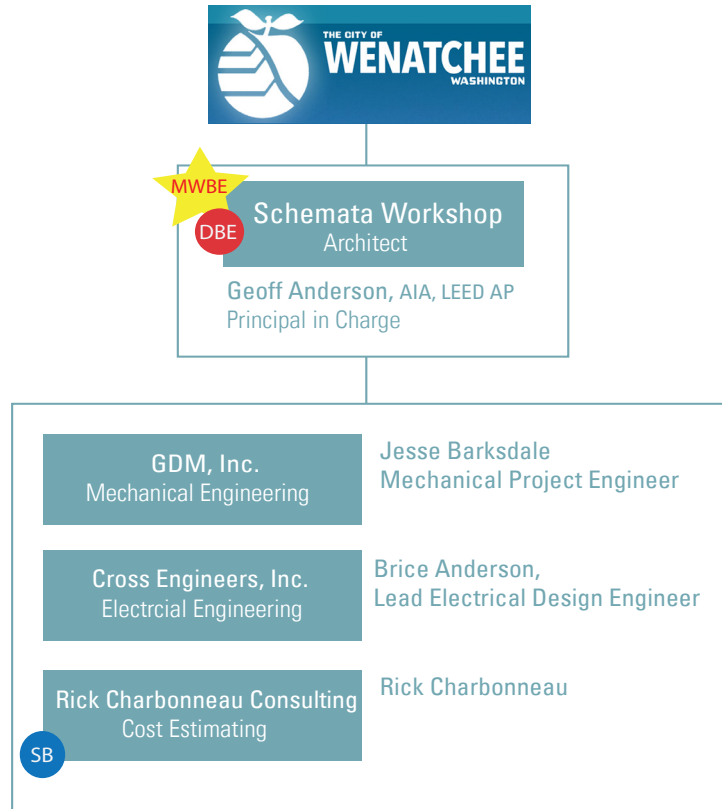
*Schemata Workshop is a minority and woman-owned architecture practice committed to addressing social and equity issues in the fields of design and construction, and the communities where we work.*



## Team Organizational Chart

Schemata Workshop has a deeply collaborative way of staffing projects that may differ from other firms. Principals are active members of the design team. All our principals are licensed to practice in Washington, and you can expect them to be involved during the design process and leading during construction.

Geoff Anderson will be your primary point of contact, working with a long-established team for aquatics renovation work. The organizational chart below describes the team we have assembled for the Wenatchee pool liner and plumbing project.



Wenatchee Pool Google street view

**Geoff Anderson, AIA, Assoc. DBIA, LEED AP**  
 Principal in Charge | Years Experience: 21

After more than a decade of collaborating with Schemata Workshop, Geoff Anderson joined as a Principal three years ago. Geoff is an award-winning registered architect in Washington, Oregon, Alaska, and Hawaii, with 20 years of experience working on a wide range of projects. He is also certified as a Leadership in Energy and Environmental Design (LEED) Accredited Professional.

Geoff has a passion for community-focused projects such as parks and recreation facilities with a specialty in aquatics design. He has demonstrated his skills as a project manager for a variety of clients, including public agencies and municipalities. His soup-to-nuts client support includes

**Relevant Projects**

- Eastmont Aquatics Center | East Wenatchee, WA \*
- Stewart Heights Gutter Replacement | Tacoma WA
- Chelan PUD Spray Park Feasibility | Wenatchee, WA\*
- South Pacific Aquarium | Tacoma, WA
- Enumclaw Aquatic Center | Enumclaw, WA
- Redmond Pool Upgrades | Redmond, WA
- Marshall Community Center Pool | Vancouver, WA\*
- Julius Boehm Pool | Issaquah, WA\*
- Colman Pool Rebuild | Seattle, WA\*
- Seattle Parks Department, Various Sites | Seattle, WA \*
- Shoreline Pool Repair, Replacement Analysis | Shoreline, WA\*
- Chelan Recreation and Aquatic Feasibility Study | Chelan, WA\*
- Renton Henry Moses Aquatic Center VGBA & Play Structure Replacement | Renton, WA\*
- King County Aquatics Center | Federal Way, WA\*
- Covington Aquatic Center Condition Assessment and Capitol Needs Analysis | Covington, WA\*
- Redmond Pool Assessment and Upgrades | Redmond, WA
- Juanita High School Field House and Natatorium Assessment | Kirkland, WA
- Chelan Recreation and Aquatic Feasibility Study | Chelan, WA\*
- People's Community Center Pool and Aquatics Facility Program and Concept Design | Tacoma, WA \*
- Lake City Community Center and Housing | Lake City, WA \*
- Lake Wilderness Beach House | Maple Valley, WA\*

\*completed while principal and architect of record at ORB/Innova



**Architectural Registration**  
 Washington, Oregon, Alaska, Hawaii

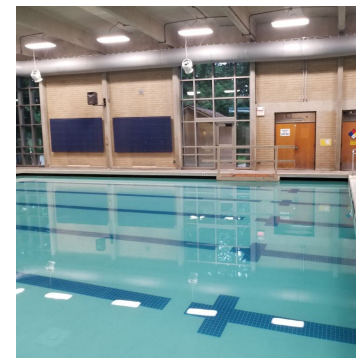
Design Build Institute of America, Associate Certification

NSPF Certified Pool/Spa Operator (CPO)

**Education**  
 University of Washington  
 Bachelor of Science in Architecture  
 Master of Architecture

**Professional Involvement**  
 American Institute of Architects

USGBC Member



Redmond Pool Renovations

## GDM of Oregon, Inc.

GDM of Oregon (or GDM) is a service-disabled-veteran-owned multi-disciplinary engineering firm that focuses on a variety of building and site design projects. We supply a full range of services to a broad cross section of clients, including government agencies, tribal districts, neighborhood groups, and developers.

As business professionals in the design and construction industry, we face challenges every day. As engineering professionals, GDM embraces challenges and works with our clients and fellow professionals to provide solutions for all projects. GDM has a track record of success providing design, project management, and procurement support for all types of engineering and architectural projects. GDM has served the engineering needs of public and private sector clients in the Northwest since 2014, originally under the Hood River Engineers name.

We benefit from new experiences and welcome the opportunity to incorporate innovative and environmentally conscientious solutions into our design. Our mission also includes being aware of the local communities in which we work. Our vision is to be a world-class engineering firm that assists our clients in achieving and exceeding their goals while continuing to be a community leader. And we aim to do this every day for every client.

### Jesse Barksdale

Mechanical Project Manager

Jesse Barksdale is the head of the mechanical engineering department of GDM's DuPont, WA Branch. He has been providing design and project management for engineering projects for 24 years. He has participated in evaluation, design, estimating, and construction management for projects in Alaska, Arizona, Colorado, Idaho, Oregon, and Washington. He has also led multi-disciplinary project teams for a variety of projects large and small.

With over 200 pool mechanical projects in his personal portfolio of experience, his depth of knowledge and skill has made him the engineering consultant of choice for many local parks departments and facility owners. These projects have included work on community centers, aquatic facilities, spray parks, water features, and swimming pools. His scope of expertise includes HVAC, plumbing, and pool mechanical systems for these facilities.



#### Professional Registration

LEED AP – 2009  
 LEED AP BD+C – 2011  
 ASPE CPD - 2020  
 FAA Part 107

#### Education

Clover Park Technical College  
 Mechanical Engineering Design

#### Professional Involvement

American Society of Plumbing Engineers (ASPE)

American Society of Heating, Refrigeration, & Air-Conditioning Engineers (ASHRAE)

#### Relevant Projects

- **Eastmont Aquatics Center Analysis & Design | East Wenatchee, WA**  
Pool HVAC and recirculation system replacement, plumbing systems (2017)
- **Julius Boehm Pool | Issaquah, WA**  
Complete plumbing, HVAC, natatorium HVAC, and pool mechanical system replacements (2014)
- **Bellevue Club Pool Renovations | Bellevue, WA**  
Hotel/club pool renovations (2014, 2015, 2016, 2017, 2018)
- **Cottage Lake Pool | Woodinville, WA**  
Pool mechanical system upgrades (2013, 2015, 2016, 2017, 2018)
- **King County Aquatics Center | Federal Way, WA**  
Natatorium HVAC, recreation pool design, pool circulation systems, plumbing systems (2004, 2005, 2006, 2012, 2013, 2014)
- **Marshall Pool Analysis & Design | Vancouver, WA**  
Complete replacement of pool mechanical systems (2016)
- **Redmond Pool | Redmond, WA**  
Pool mechanical, HVAC, and plumbing upgrades (2019)

## Cross Engineers, Inc.

Cross Engineers, Inc. is an electrical/telecommunication consulting firm located in Tacoma, WA. Cross Engineers, Inc. is successor to the consulting engineering firms of Gordon and Cross Engineers (1947-1980), David M. Hopkins and Associates (1948-1981), Cross Engineers Inc, (1982-2002) and Hultz BHU/Cross Engineers Inc. (2003-2009).

### Workload

Our workload runs from 130 to 160 projects per year, both large and small. We act as the principal consultant directly for Owners/Contractors on about half of our projects, and as sub-consultants on the other projects.

### Firm Personnel

Our full time office staff; licensed electrical engineer, electrical design engineers, three (3) LEED Accredited Professionals, drafters, and administrative support personnel.

### Areas of Specialization

- Lighting
- Power
- Telecommunications
- Life Safety Systems
- Generators
- Fire Alarm + Mass Notification

## Brice Anderson

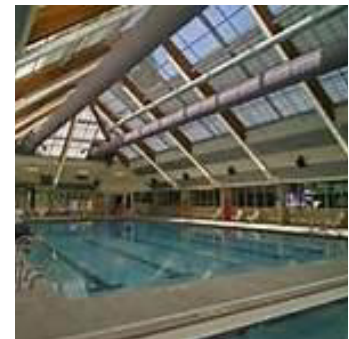
Electrical Designer

Mr. Anderson has nineteen years of experience. Mr. Anderson's responsibilities have included field verification of existing electrical/communications systems in buildings, site utilities, design for relocation/reconnection/upgrade of existing electrical/communications infrastructure, project management and construction administration of projects.



### Relevant Projects

- **Lynnwood Recreation Center and Natatorium | Lynnwood, WA**  
 Cross Engineers provided electrical engineering design for new mechanical system upgrades, lighting review and evaluations of the existing North and South Natatoriums. This Recreation center is 45,000 square feet consisting of leisure pool, water slides, lazy river, exercise/fitness space, racquet ball courts, locker rooms and support facilities
- **Forward Thrust Pool Lighting Upgrades | Shoreline, WA**  
 Cross Engineers responsibilities included design of lighting upgrade to LED's for code compliance, along with energy and maintenance reduction savings.



### Facility Assessment Projects

- Eastmont Aquatic Center
- Shoreline Pool Upgrades
- Covington Aquatic Center Assessment
- Shelton Pool Assessment and Upgrades
- Vashon Island Pool Assessment
- Shoreline Pool Assessment

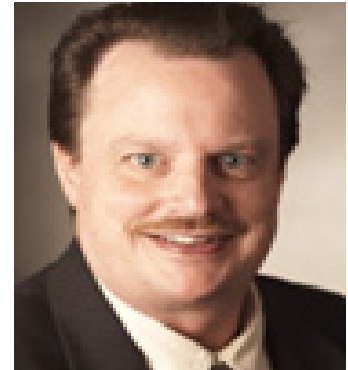




**Rick D. Charbonneau**

Aquatics Design and Cost Estimator  
Experience in Profession: 40 years

Rick Charbonneau has over 35 years experience working with City, Park, and Municipal Clients as a design team project manager, cost estimator and construction administrator. Employment during those years was with ORB Architects, until 2015 when the firm sold. The past 6 years, Rick has been self-employed, in the same field, primarily related to Aquatics Design and as a specialty Cost Estimating consultant.



**Relevant Projects**

- Covington Parks and Recreation - Aquatic Center - Capital Needs Analysis | Covington, WA
- Maple Valley Parks & Recreation - Lake Wilderness Beach House Replacement | Maple Valley, WA
- Eastmont Parks & Recreation - Eastmont Pool - Needs Analysis & Renovation | East Wenatchee, WA
- Seattle Parks and Recreation – Multiple Community Centers Capital Needs Analysis | Seattle, WA
- Issaquah Parks and Recreation - Julius Boehm Pool Renovation | Issaquah, WA
- Shoreline Parks and Recreation - Pool Repair/Replacement Needs Analysis | Shoreline, WA
- Tukwila Parks & Recreation - Tukwila Pool Renovation | Tukwila, WA
- Metro Parks Tacoma - People’s Community Center Pool | Tacoma, WA
- Chelan Parks and Recreation - Chelan Aquatics Center Feasibility Study | Chelan, WA
- Pasco Parks and Recreation - Memorial Pool, Spraypad, and Bathhouse | Pasco, WA

**Education**

Associate Arts, Architectural Design

MCACES and RS Means Cost Estimating Training

**Professional Affiliation**

Certified Pool Operator Training

Please refer to the attached spreadsheet of past cost estimates comparing the estimated cost with the low bid cost.

**Project Cost Estimates vs. Bid Costs**

<u>Project</u>	<u>Cost Estimate</u>	<u>Low Bidder</u>	<u>Bid Difference</u>
<b>Eastmont Aquatic Center Renovations</b> East Wenatchee, WA	\$2,765,000	\$2,593,000	-6%
<b>Metro Parks Tacoma- Three Spraygrounds</b> Tacoma, WA	\$1,572,947	\$1,637,265	4%
<b>Marshall Community Center Pool Renovation</b> Vancouver, WA	\$2,997,051	\$2,864,357	-4%
<b>Colman Pool Renovation</b> Seattle, WA	\$965,858	\$985,000	2%
<b>Shoreline Pool Renovation</b> Shoreline, WA	\$595,678	\$602,237	1%
<b>Heritage Park Fountain Restoration</b> Olympia, WA	\$182,548	\$153,408	-16%
<b>Reaney Park Sprayground &amp; Mechanical Building</b> Pullman, WA	\$790,000	\$695,526	-12%

## Project Understanding

The City of Wenatchee is looking for an architecture and engineering team that has the expertise and capacity to analyze, scope, design, engineer, and support the construction of the City Pool renovations. The purpose of this work is to extend the useful life of the pool to serve the city's population for many more years by updating the pool liner and pipes that are well beyond their useful life expectancy. We know that this project will need to be respectful of the funds received through the State of Washington Recreation Conservation Office YAF Grant, as well as the City's funds.

The pool was originally built in 1965 and has had multiple renovations in its 57 year history, including a major update in 1996. Understanding how to best approach this project in order to get the most value out of the available funds will be a key part of our work, and relate to the ultimate success of the project. We will want to start by validating the scope with the budget from the beginning and track it constantly as we proceed.

## Approach

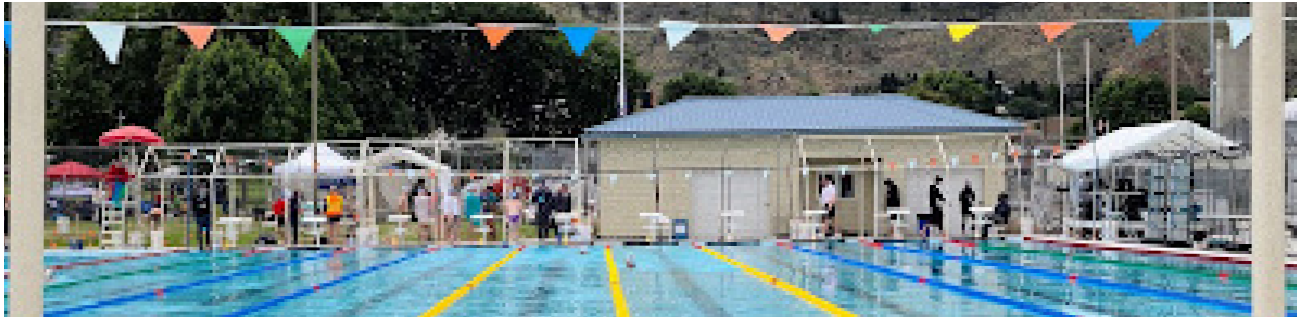
Once awarded the contract, our team will schedule a kick-off meeting with the City Parks, Recreation and Cultural Services Department. Ideally, this meeting will be held at the site to review the conditions in-person and hear first-hand about the operational and maintenance needs for the pool. We will also review the goals and objectives for the pool renovation project and establish values to guide future decision making.

Prior to meeting, we will request all existing documentation related to the pool construction and history of renovations. This shall include all record drawings, assessment reports, permit data, pool operations logs, etc. that will be relevant to our design and engineering work. After the meeting with you, we will review the scope of work, schedule with key milestone dates, and other project expectations. This will kick-off our working relationship, and establish the relationships and roles for each of us to assure success.

The information we gather will inform the scope and approach for the improvement work, allowing a quick progression to a design and engineering phase. We have a well-established system for producing design and construction documents and completing a design that fulfills the community's needs and is reactive to the specific project requirements.



Image credit: World photo/Don Seabrook



Wenatchee Pool- Image credit: Chia McMahon

### Aquatic Permitting - Department of Health

We do not anticipate that the scope of work described will require a building permit, but a Department of Health permit is required. Our team is familiar with the WAC-246-260 state codes concerning water recreation facilities.

Pools are specialized facilities that require an understanding of the associated health and safety requirements. Often one of the first things we will do on a new project is run through our standard WAC checklist to ascertain the baseline code deficiencies that should be corrected as part of the work.

Our team has worked for years with local and state health department officials and have earned their trust in properly implementing and interpreting the codes. For this project, we expect that the project will be reviewed and permitted through the Chelan-Douglas Health District.

### Maintaining Schedule & Budget

As the Principal In Charge and Project Manager for this project, Geoff Anderson will be directly involved with and responsible for maintaining the project schedule and budget. He will be coordinating the design and engineering team as well and will maintain regular communications with the City of Wenatchee. Often, for a project like this, we establish, with regular meetings and check-ins, and the dates for project milestones.

Our team has a strong history of projects schedules and budgets. We try to manage the project estimates as a continual part of the work. Including Rick Charbonneau as an integral team member, means that his 35 years of cost estimating experience is able to inform our design decisions as we make them, not just at the major project milestones.

We have relevant cost estimating data specific to Washington State that is improved upon and updated with every project we do. One of the first things we will do on this project is evaluate the scope is provide our own independent cost evaluations to make sure nothing is over-promised, and that we are able to focus our design and engineering efforts properly.

We understand that the project budget is approximately \$888,000, which can be used up quickly on a project such as this. As part of our process, we look at a projects budget holistically, meaning that we understand the up-front capital costs, but we and look for opportunities to improve the long-term operational costs as well. For example, if the project improves the pool's operational needs with more efficient systems, it's possible that the work of a renovation project can save the city \$150,000 in operational costs each year.

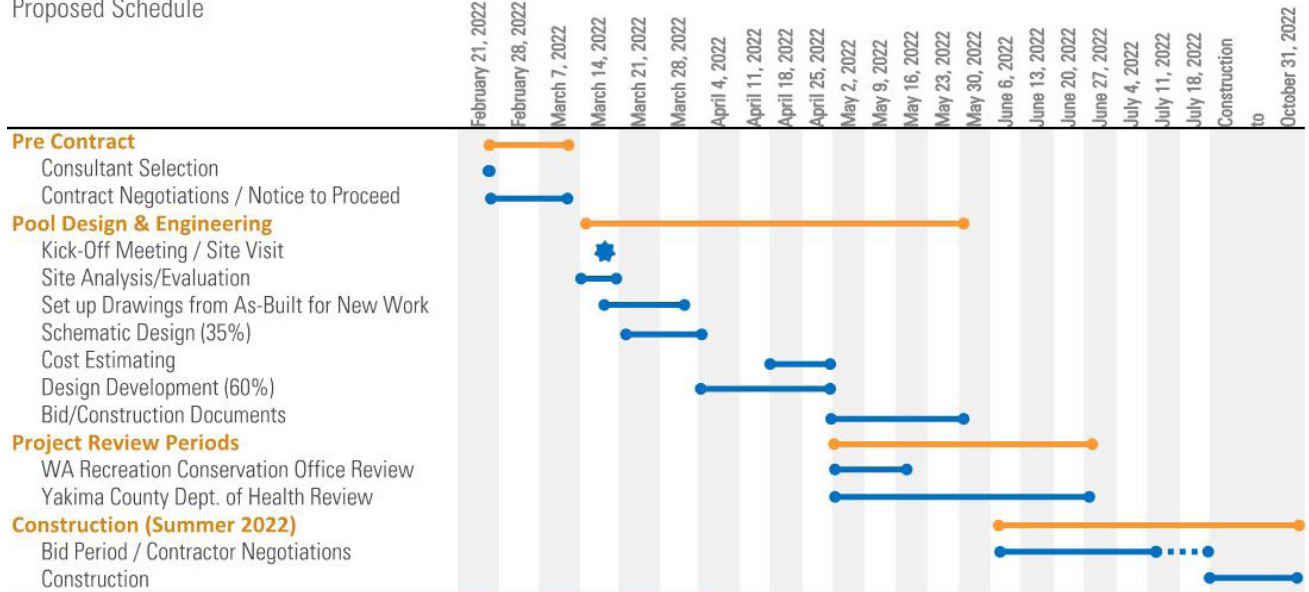
## Schedule

Schemata Workshop and our team is ready to begin work on the Wenatchee City Pool immediately. We acknowledge the milestones set forth in the RFQ and the overall targeted goal for the design and construction. Because this is an outdoor pool, construction should be completed in the summer months, if possible. The ground conditions and weather beyond October can add complications to the construction process. Recognizing that the specific elements to achieve the scope of work are yet to be defined, we have outlined the following key tasks and milestone dates. The schedule shall be confirmed as part of the contract negotiations.

February 24, 2022	Consultant Selection
March 11, 2022	Fee Negotiations / Contract
March 2022	City to Drain the Pool for Inspection
March 18, 2022	Kick-off Meeting, Pool Inspection, & Assessment (to be verified)
March 21 - April 29	Design to 60% milestone. Submit for WA Recreation Conservation Office review.
April 29, 2022	DOH Permit Submittal (2-3 months - to be verified)
May 2 - May 31, 2022	Construction Documents
June 1, 2022	Bid Documents issued
June 7 - July 5, 2022	Bid Period
July 14, 2022	Bid Award to Contractor - Contract Negotiations
August - October 2022	Construction

### Wenatchee City Pool

#### Proposed Schedule



Due to Washington State Qualification Based Selection (QBS) rules, we agreed that provided an outline of tasks with specific hours required should not be provided with this Submittal of Qualifications, as it has been ruled to denote the same as providing a bid based on price. What we can assure you, is that with our experience and knowledge, we are confident that you will receive the best quality and value from our team.

**Eastmont Aquatic Center\*** | Wenatchee, WA  
client: Eastmont Metropolitan Parks District  
services: assessment, design, construction  
completed: 2019  
contact: Sally Brawley, Executive Director  
255 N Georgia Avenue, East Wenatchee, WA 98802  
phone: 509.884.8015  
email: sbrawley@eastmontparks.com  
secondary contact: Kara Hattery, Project Administrator  
Pacific Engineering & Design, 200 South Columbia St., Suite 300,  
Wenatchee WA, 98801  
phone: 509.662.1161  
email: kara@pacificengineering.net.

team members involved: Geoff, Rick Brice, Jesse

This project represents our full team's personal experience at the nearby Eastmont Aquatic Center in East Wenatchee. Geoff Anderson, while employed at Innova Architects, served as the Principal in Charge and Architect of Record for this project. While this is an indoor pool, the approach and technical knowledge for the pool improvements are directly relatable to the Wenatchee Pool scope.

The Eastmont Pool Upgrades started with an evaluation of the range of desired scope options to align it with the budget and prioritize the scope of work. The primary objective was to improve the pool operations along with health and safety.

The project included a pool system replacement, HVAC replacement, a new pool liner, remodeled lobby with new reception, added Family Changing rooms, and a new entry with air-lock. This work should extend the life of the facility many more years, for the next generation of pool users.

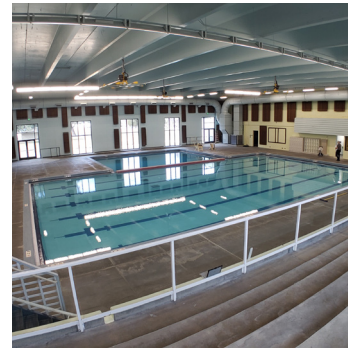
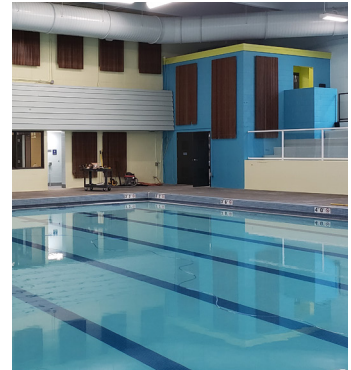


Image credit (all photos): Jesse Barksdale

## Enumclaw Aquatic Center | Enumclaw, WA

client: City of Enumclaw  
 services: feasibility study, conditions assessment, design, and construction,  
 completed: 2021, expansion TBD  
 contact: Michelle Larson, Director, City of Enumclaw Parks + Recreation  
 1309 Myrtle Avenue, Enumclaw, WA 98022  
 phone: 360.615.5619  
 email: mlarson@ci.enumclaw.wa.us

team members involved: Geoff, Rick Brice, Jesse

Schemata Workshop worked with the Enumclaw Aquatic Center on the design and construction of the 2020 budgeted upgrades as well as planning for future improvements and expansions. The 2020 upgrades include deck repairs, new pool liner, ADA lifts, and the first approved aquatic climbing wall in King County.

The planned expansion has been designed as a series of major improvements and additions that can be accomplished in phases as desired, and as funds allow. This first phase addresses the needs for better access and usability for the staff as well as pool visitors. It includes an updated public entry and lobby with a new reception area and additional space for staff. The existing restrooms will be enlarged and converted into Family Changing Rooms. There will be a new community meeting room that can be used as an event space for rentals, generating additional revenue for the facility. This city is currently awaiting a decision on a King County Aquatics facility grant to help fund this phase 1 work.

Future phases will include an additional splash pad area just off the meeting room which can be used as an additional rental space. However, the most significant, final phase of the plan is to expand the aquatic facility to add a new Leisure Pool, Therapy Pool, Spa, Sauna & Steam Room, and a mezzanine viewing area. The Leisure Pool will incorporate a zero-depth entry, tots' area, teaching area, lazy river, swirl pool, and interactive spray features. The primary objective is to make the Enumclaw Aquatic Center serve its growing, diverse population with a range of aquatic facility programs.

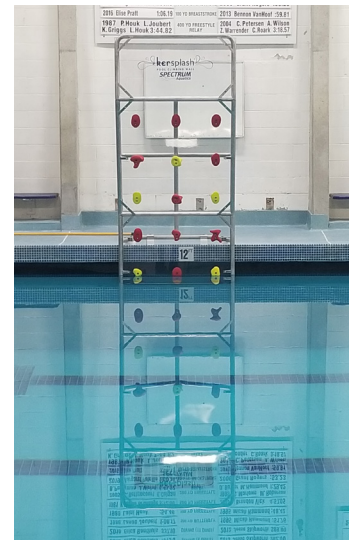
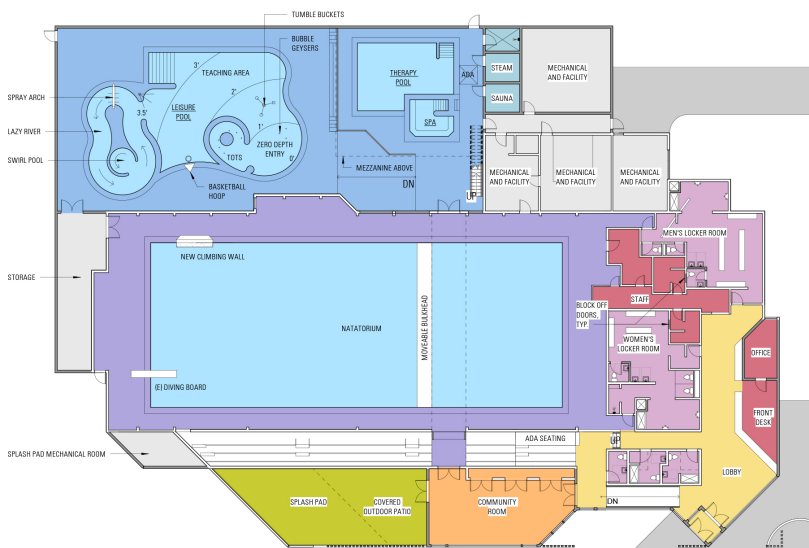


Image credit (all photos): Geoff Anderson

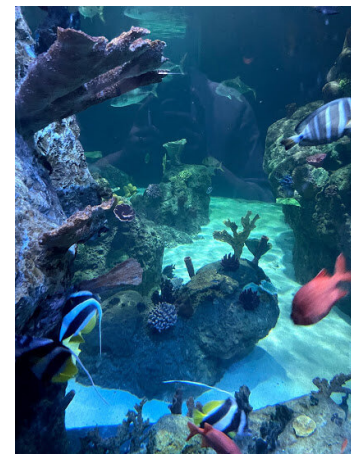
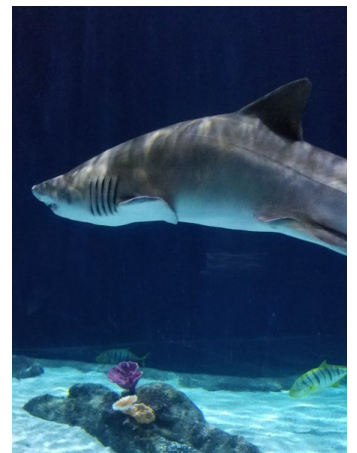
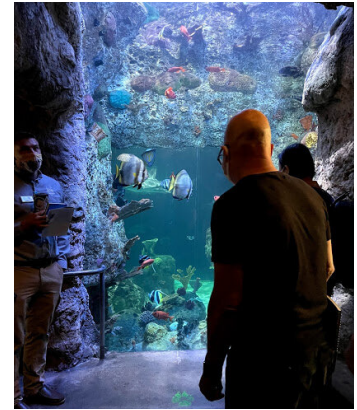
### Point Defiance Zoo and Aquarium | Tacoma, WA

client: Point Defiance Zoo and Aquarium  
services: design through construction (summer 2022)  
contact: Fred Ramey, Operations Manager, Zoological & Environmental Education Department  
5400 N. Pearl, Tacoma, WA 98407  
phone: 253.404.3802 | mobile: 253.318.2909  
email: fred.ramey@pdza.org

team members: Geoff

Schemata Workshop is leading a specialized team to design and engineer repairs, upgrades, and improvements to the 32 year-old South Pacific Aquarium exhibit at the Point Defiance Zoo & Aquarium. The purpose of the project is to allow for critical structural and tank restorations, while taking advantage of the opportunity to make improvements to exhibits and systems in order to extend the useful life of these aquarium exhibits.

The focus of work includes the main Shark Tank and Blue Hole tank exhibits, as well as the back of house areas and Life Support Systems (LSS) for all the exhibits in the South Pacific Aquarium. We are also coordinating the design for a new live coral exhibit to be added to the aquarium as well as replacing an aging skylight. The improved aquarium will incorporate refreshed exhibit rockery, a new guest dive cage experience, and better access for staff to care for the animals. We are currently wrapping up Construction Documents, with the project expected to start construction in the Summer of 2022.

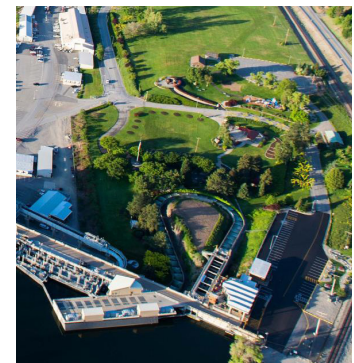
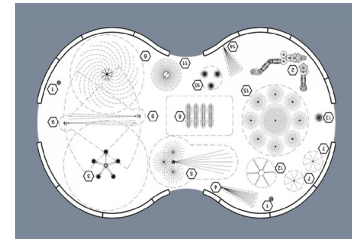


### Chelan County Splash Pad Study\* | Wenatchee, WA

team members: Geoff, Rick Brice, Jesse

Geoff, Jesse, and Rick were all part of the team that analyzed, met with the community and drafted a feasibility report for adding splash pads to various Chelan County PUD park sites. The Chelan County PUD owns and operates several parks that are associated with the hydroelectric dam operations in the Wenatchee area. Partially as an expression of the source of our regions power through water and as a gift to the communities around the dams they initiated a study to build a splash pad.

Our scope of work included evaluating six park sites and developing concept design options for three parks. We analyzed flow-through systems, vs. recirculating systems, and provided costs for each, including annual operating costs and 20-year O&M Costs.



### Marshall Community Center Pool\* | Vancouver, WA

team members: Geoff, Rick Brice, Jesse

Geoff, Rick, Brice, and Jesse worked with Vancouver Parks to update the existing Marshall Community Center Pool. The original pool had been modified over the years, but systems were well past their useful life and the pool itself was in need of an update.

Our work included analysis of the scope and budget for a major upgrade to the pool. This included a new stainless steel gutter system, and removal of a wading pool. In addition, all the pool piping was replaced - including the return lines under the pool shell itself, and a new pool mechanical system was installed in a new location, moving from the old, cramped mechanical room.

Much of this work had to be coordinated within the continually-operating community center that occupied the rest of the facility, as well as the neighboring senior center.

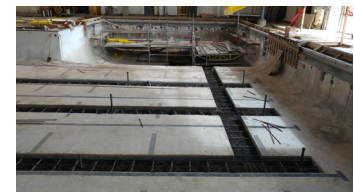


Image credit: Jesse Barksdale



Image credit: Jesse Barksdale

### Colman Pool Renovation\* | Seattle, WA

team members: Geoff, Rick Brice, Jesse

Geoff Anderson and Rick Charbonneau worked with Seattle Parks & Recreation to perform a condition assessment of the Colman Pool, Seattle's only outdoor saltwater pool, located in Lincoln Park in West Seattle.

The project involved the rebuilding of the pool shell, utility tunnel, gutter, and perimeter deck. Due to the historical nature of the 1941 Olympic-size pool and the salt water content of the pool, a very unique approach, as well as many custom details, had to be implemented. This included water stops between new and old, crack repairs, specific sequencing of the concrete pours, and cathodic protection.

Our in-depth knowledge of pool systems and structure was vital to the success of the construction of the structural and mechanical upgrades.

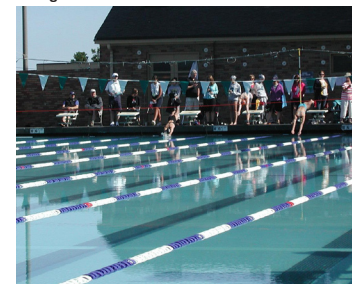


Image credit: Jesse Barksdale



### Redmond Pool Upgrades | Redmond, WA team members: Geoff, Jesse

This team was brought in as part of a team with McKinstry to design and engineer upgrades to the aging Forward Thrust Era pool as part of an ESCO project. Jesse continued to work on the second phase of upgrades to also provide a completely renovated lobby & new locker rooms. The scope of work included upgrades to the pool systems, natatorium HVAC, building envelope, windows, doors, and roofs. The pool also received repairs and a new plaster liner.

During the removal of the old pool liner, large areas of damages and unconsolidated concrete that led to significant deterioration of the rebar and structural integrity. Geoff called in a structural engineering specialist who helped assess the issues and propose solutions during the construction process.



### Julius Boehm Pool Renovation\* | Issaquah, WA team members: Geoff, Rickm, Brice, Jesse

After years of planning and study, the City of Issaquah was able to provide upgrades to their aging Forward Thrust era pool through the ESCO program, which focuses financing on achieving certain energy performance upgrades. This allowed the city to work directly with a contractor to analyze and design-build building upgrades.

Along with the energy upgrade scope, the city was also able to incorporate many other facility updates, including renovating the lobby and changing rooms, with the addition of a couple family/non-gendered changing rooms.

The pool itself was also upgraded with new mechanical systems, pool finishes and refurbished decks.



Image credit: Jesse Barksdale

### Seattle Tennis Club Pool Reconstruction\* | Seattle, WA team members: Geoff, Rick, Brice, Jesse

The Seattle Tennis Club operates a unique pool that cantilevers over Lake Washington. It's a unique condition that could not be replicated today. Therefore it is important to the club to be able to maintain this pool. The pool structure was experiencing severe deterioration and was in need of immediate repairs. The pool vendor that serviced the pool facility provided Jesse and Geoff as references for consulting on how they could save the pool. Working with a specialty structural engineer, we devised a plan to repair and rebuild the pool, without impacting the lakefront condition.

As part of the reconstruction, we were also able to slightly widen the pool for an additional swim lane, replace the small hot tub with two new hot tubs, with water features, and upgrade nearby deck areas.



Image credit: Jesse Barksdale



## CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jessica Shaw, Deputy Public Works Director-Utilities  
Public Works Department

**MEETING DATE:** February 24, 2022

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**I. SUBJECT**

Water Quality Combined Financial Assistance Agreement for Project No. 1810 Digester 4

**II. ACTION REQUESTED**

Motion requested for the City Council to pass Resolution No. 2022-06 for the Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and City of Wenatchee.

**III. OVERVIEW**

The City of Wenatchee's wastewater treatment plant includes facilities to handle both the liquid and solid waste streams. The solids handling area of the plant was constructed in the 1950s and expanded in the early 1990s. The new digester and mechanical building are needed to be able to take the existing facilities out of service for maintenance, repair and upgrades.

In 2019, the City was advised by the Financial Consulting Services Group to apply for a Clean Water State Revolving Fund Loan through the Department of Ecology's Water Quality Combined Financial Assistance Program to fund the digester project. The City's application was successful and Ecology offered the City a loan for \$12 million in January 2021. During 2021, construction costs increased significantly and the successful bid in November 2021 was \$14.4 million. Ecology agreed to loan the City the additional funds for construction as well as engineering and inspection services during construction. The proposed loan offer is \$16,096,586 for 30 years at 1.6%.

**IV. FISCAL IMPACT**

Loan repayment will begin upon completion of the project. Please refer to the attached estimated loan repayment schedule for more details. The loan will be repaid from sewer utility rate revenue. The loan was accounted for in the 2021 sewer rate analysis, and the rate increase that was adopted for 2024 and beyond included the cost of repaying up to \$16.8 million.

The loan will not cover the design costs or the art fund contribution; these costs are paid for out of the sewer fund. City staff are working on a proposal for the Arts, Recreation and Parks Commission to use the art fund contribution for aesthetic improvements around the

wastewater treatment plant. The current estimated project costs are shown in the table below:

<b>Description</b>	<b>Amount</b>
Design	1,556,000
Construction	14,410,134
Consultant Inspection Contract	1,381,280
Construction Engineering / Management	139,000
Art Fund	144,101
<b>Project Total</b>	<b>17,630,515</b>

**V. PROPOSED PROJECT SCHEDULE**

City staff hosted a pre-construction meeting on February 8<sup>th</sup> and anticipate providing the contractor, Apollo, Inc., the notice to proceed on March 7<sup>th</sup>. According to the most recent project schedule, work will be completed in late 2023.

**VI. REFERENCE(S)**

1. Resolution No. 2022-06
2. Agreement No. WQC-2022-Wenatc-00023, Water Quality Combined Financial Assistance Agreement Between the State of Washington Department of Ecology and City of Wenatchee, City of Wenatchee Digester Project
3. Estimated Loan Repayment Schedule

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
 Laura Merrill, Executive Services Director  
 Brad Posenjak, Finance Director  
 Rob Jammerman, Public Works Director  
 Jacob Huylar, P.E., Engineering Services Manager  
 Jeremy Hoover, P.E., Senior Engineer-Utilities  
 Natalie Thresher, Financial Analyst  
 Anna Carr, Administrative Assistant

## **RESOLUTION NO. 2022-06**

**A RESOLUTION,** of the City of Wenatchee, Washington, authorizing and directing the Mayor to execute on behalf of the City of Wenatchee a Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and the City of Wenatchee for aid in financing the costs of construction of improvements to the City's wastewater treatment facilities.

**WHEREAS,** the Washington State Department of Ecology awarded the City of Wenatchee a loan in the amount of \$16,096,586 to assist in the City's Digester Project;

**WHEREAS,** it is necessary that the City Council of the City of Wenatchee approve in advance of the City committing to indebtedness and agree to the financing terms required by the Washington State Department of Ecology; and

**WHEREAS,** the City Council finds that it would be in the best interest of the public health, safety and welfare to upgrade its' wastewater treatment facility to improve water quality in the Columbia River and to improve reliability and redundancy of the facility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** has accepted the offer of the State Revolving Fund for a low interest loan in the amount of \$16,096,586 with the interest rate to be established by an amendment to the loan agreement when the project is complete and the Mayor of the City of Wenatchee be and he is hereby authorized and directed to execute, on behalf of the City of Wenatchee, Agreement No. WQC-2022-Wenatc-00023 between the Department of Ecology and the City of Wenatchee and such other documents as may be required for securing aid in financing the cost of the above-described public facilities; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Wenatchee

reserves the right to accelerate payments on principal and eliminate the interest on any accelerated principal payments; and

**BE IT FURTHER RESOLVED** that this obligation will be paid out of the net revenues of the sewer utility fund.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE**, at a regular hearing thereof this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF WENATCHEE, a Municipal Corporation

By: \_\_\_\_\_  
FRANK J. KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY STANGER  
City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney



## **Agreement No. WQC-2022-Wenatc-00023**

### **WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF WENATCHEE**

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

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#### **GENERAL INFORMATION**

Project Title:	City of Wenatchee Digester Project
Total Cost:	\$16,096,586.00
Total Eligible Cost:	\$16,096,586.00
Ecology Share:	\$16,096,586.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2022
The Expiration Date of this Agreement is no later than:	07/01/2024
Project Type:	Wastewater Facility

#### Project Short Description:

This project improves water quality in the Columbia River through the construction of wastewater treatment facilities at the wastewater treatment plant in the City of Wenatchee. This project improves digestion of biosolids in the wastewater treatment system. Additional benefits of this project include improved reliability and redundancy of the solids handling system and improving the biosolids operations for beneficial reuse.

#### Project Long Description:

This project improves water quality in the Columbia River through the construction of wastewater treatment facilities at the wastewater treatment plant in the City of Wenatchee. This project improves digestion of biosolids in the wastewater treatment system. Additional benefits of this project include improved reliability and redundancy of the solids handling system and improving the biosolids operations for beneficial reuse.

Agreement No: WQC-2022-Wenatc-00023

Project Title: City of Wenatchee Digester Project

Recipient Name: City of Wenatchee

This project adds a digester unit to the aging and capacity limited biosolids treatment system at the wastewater treatment plant. The city currently has two digesters that were constructed in the 1950's and one from the early 1990's. After construction of the new digester is complete, the required redundancy will be in place to be able to provide needed upgrades to the mechanical equipment of the older digesters. This will improve current conditions in the treatment plant as well as allow for expansion of the biosolids system.

The new, fixed-cover anaerobic solids digester will be constructed on the current wastewater treatment plant site. The project also includes a new mechanical building for the equipment needed for the operation of the digester. New equipment includes two rotary screen thickeners, pumps, piping, a boiler, and a heat exchanger. Digester feed and recirculation piping will be installed to enable the transfer of sludge to any of the digesters for full redundancy of the solids digestion operations. The existing polymer mixing room will be used and aging polymer mixing pumps will be updated with this project. Additional elements of the project include relocating the domestic water supply to comply with current backflow prevention requirements, increasing the use of non-potable water for equipment wash down, new controls for key pieces of equipment, HVAC improvements, and an updated supervisory control and data acquisition system.

Overall Goal:

The goal is to build infrastructure that can support safe and reliable operations of the solids handling system at the City of Wenatchee Wastewater Treatment Plant. With the new digester and associated equipment, the city will be able to begin the process of safely taking the three aging digesters from the 1950s and 1990s offline for maintenance, upgrades, and repair while also ensuring on-going treatment of the solids from the wastewater treatment processes.

Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

**RECIPIENT INFORMATION**

Organization Name: City of Wenatchee

Federal Tax ID: 91-6001291  
DUNS Number: 075746545                      UEI Number: RPM7CUJB7M69

Mailing Address: PO Box 519  
Wenatchee, WA 98807-0519

Physical Address: 1350 McKittrick St, Ste A  
Wenatchee, Washington 98801

Organization Email: [fkuntz@wenatcheewa.gov](mailto:fkuntz@wenatcheewa.gov)

**Contacts**



Agreement No: WQC-2022-Wenatc-00023

Project Title: City of Wenatchee Digester Project

Recipient Name: City of Wenatchee

<b>Project Manager</b>	Jessica Shaw Deputy Public Works Director-Utilities  P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
<b>Billing Contact</b>	Natalie Thresher Financial Analyst  1350 McKittrick St, Ste A Wenatchee, Washington 98801 Email: nthresher@wenatcheewa.gov Phone: (509) 888-6204
<b>Authorized Signatory</b>	Frank J. Kuntz Mayor  129 South Chelan P.O. Box 519 Wenatchee, Washington 98807 Email: fkuntz@wenatcheewa.gov Phone: (509) 888-6204

Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

**ECOLOGY INFORMATION**

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

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

**Contacts**

<b>Project Manager</b>	<p>Coleman Miller</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: comi461@ecy.wa.gov Phone: (509) 406-5664</p>
<b>Financial Manager</b>	<p>Sean Mellon</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 407-6570</p>

### **AUTHORIZING SIGNATURES**

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

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

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

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

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

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Wenatchee

By:

By:

Vincent McGowan, P.E.

Date

Frank J. Kuntz

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by  
Attorney General's Office

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Grant and Loan Administration

### Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

Recipient Task Coordinator: Natalie Thresher

**Grant and Loan Administration**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$1,686,452.00**

Task Title: Construction Management

### Task Description:

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

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

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

D. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

### Task Goal Statement:

See overall goal.

### Task Expected Outcome:

See overall goal.

Agreement No: WQC-2022-Wenatc-00023  
 Project Title: City of Wenatchee Digester Project  
 Recipient Name: City of Wenatchee

**Construction Management**

**Deliverables**

Number	Description	Due Date
2.1	Executed contract for construction management services.	
2.2	Documentation of the RECIPIENT’s process for procuring engineering services.	
2.3	Construction Quality Assurance Plan.	
2.4	Pre-construction conference meeting minutes.	
2.5	Declaration of Construction completion.	

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$14,410,134.00

Task Title: Project Construction

### Task Description:

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

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Fixed-cover anaerobic solids digester
2. Mechanical building
3. HVAC improvements
4. Updated supervisory control and data acquisition system
5. Odor control measures

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

D. As a condition of receiving this funding, the RECIPIENT will develop an asset management program. The RECIPIENT will certify that a program that contains at least the minimum required elements listed below has been developed and is being implemented:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

E. As a condition of receiving this funding, the RECIPIENT will review their energy use looking for cost effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last 5 years.

### Task Goal Statement:

See overall goal.

### Task Expected Outcome:

See overall goal.



Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

**Project Construction**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	Copy of the advertisement for bids and the affidavit of publication.	
3.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
3.3	Copy of the notice to proceed.	

**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$0.00**

Task Title: Change Orders

Task Description:

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

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

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

**Change Orders**

**Deliverables**

Number	Description	Due Date
4.1	A copy of all change orders.	

# BUDGET

## Funding Distribution EL220452

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

Funding Title: SRF Standard Loan Funding Type: Loan  
Funding Effective Date: 01/01/2022 Funding Expiration Date: 07/01/2024

### Funding Source:

Title: CWSRF-SFY22 (State)

Fund: 727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
Recipient Match %: 0%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.6% Interest Rate: 1.3% Admin Charge: 0.3%  
Terms: 30 years

Project Start Date: 01/01/2022 Project Completion Date: 07/01/2024

Estimated Initiation of Operation date: 12/31/2023

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 448

Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

<b>SRF Standard Loan</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 0.00
Construction Management	\$ 1,686,452.00
Project Construction	\$ 14,410,134.00
Change Orders	\$ 0.00

**Total: \$ 16,096,586.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SRF Standard Loan	0.00 %	\$ 0.00	\$ 16,096,586.00	\$ 16,096,586.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 16,096,586.00</b>	<b>\$ 16,096,586.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

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

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

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

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

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

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

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

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

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

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

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

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

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

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

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

such time as the loan is officially closed out and a final loan repayment schedule is issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

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

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

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

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

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by



ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

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

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

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

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

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

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

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

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

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall

have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

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

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

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers,

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 Recipient Name: City of Wenatchee

vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

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

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

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

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

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

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Recipient Name: City of Wenatchee

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

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

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

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

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

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

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

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan

agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

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

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

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

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

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

##### Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

Department of Ecology

#### Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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

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

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

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

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

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in

whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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

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

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

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

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

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

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

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

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the



amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY-

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

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

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

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

Termination and Default Remedies

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

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

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

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

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

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

**Property to ECOLOGY.** In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY’s sole discretion, become ECOLOGY’s property. In that circumstance, ECOLOGY shall reduce the RECIPIENT’s liability to repay money by an amount reflecting the fair value of such property. **Documents and Materials.** If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

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

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

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

## **GENERAL FEDERAL CONDITIONS**

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

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact

ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

##### REQUIREMENTS:

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

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

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

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

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.gov>.

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

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

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

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

## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

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

#### 2. AMENDMENTS AND MODIFICATIONS

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

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
  - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

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

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

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

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

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

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

#### 9. CONFLICT OF INTEREST

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

#### 10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 11. DISPUTES

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

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

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

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

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

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

## 15. INDEPENDENT STATUS

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



#### 16. KICKBACKS

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

#### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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

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

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

#### 18. ORDER OF PRECEDENCE

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

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

#### 20. PROGRESS REPORTING

Agreement No: WQC-2022-Wenatc-00023  
Project Title: City of Wenatchee Digester Project  
Recipient Name: City of Wenatchee

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

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

## 23. RECOVERY OF FUNDS

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

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

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

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

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

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 26. SUSPENSION

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

## 27. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

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

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

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

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

### b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



### Estimated loan repayment schedule

Loan number:	EL220452	Loan amount:	\$16,096,586.00
Agreement #:	WQC-2022-Wenatc-00023	Term of loan:	30 Years
Recipient name:	WENATCHEE CITY OF	Effective interest rate:	1.600%
Amortization method:	Compound-365 D/Y	Interest compounded:	Monthly
Initiation of Operations:	12/31/2023	Loan date:	12/31/2024
Project Completion:	7/1/2024	Schedule creation date:	1/4/2022
Schedule number:	AS-000000448		

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
1	12/31/2024	336,397.83	336,397.83			15,760,188.17
2	6/30/2025	336,397.83	209,895.31	102,783.30	23,719.22	15,550,292.86
<b>Subtotal</b>	<b>FY 2025</b>	<b>672,795.66</b>	<b>546,293.14</b>	<b>102,783.30</b>	<b>23,719.22</b>	<b>15,550,292.86</b>
3	12/30/2025	336,397.83	211,580.08	101,414.42	23,403.33	15,338,712.78
4	6/30/2026	336,397.83	213,278.37	100,034.56	23,084.90	15,125,434.41
<b>Subtotal</b>	<b>FY 2026</b>	<b>672,795.66</b>	<b>424,858.45</b>	<b>201,448.98</b>	<b>46,488.23</b>	<b>15,125,434.41</b>
5	12/30/2026	336,397.83	214,990.29	98,643.63	22,763.91	14,910,444.12
6	6/30/2027	336,397.83	216,715.96	97,241.52	22,440.35	14,693,728.16
<b>Subtotal</b>	<b>FY 2027</b>	<b>672,795.66</b>	<b>431,706.25</b>	<b>195,885.15</b>	<b>45,204.26</b>	<b>14,693,728.16</b>
7	12/30/2027	336,397.83	218,455.47	95,828.17	22,114.19	14,475,272.69
8	6/30/2028	336,397.83	220,208.95	94,403.46	21,785.42	14,255,063.74
<b>Subtotal</b>	<b>FY 2028</b>	<b>672,795.66</b>	<b>438,664.42</b>	<b>190,231.63</b>	<b>43,899.61</b>	<b>14,255,063.74</b>
9	12/30/2028	336,397.83	221,976.51	92,967.32	21,454.00	14,033,087.23
10	6/30/2029	336,397.83	223,758.25	91,519.66	21,119.92	13,809,328.98
<b>Subtotal</b>	<b>FY 2029</b>	<b>672,795.66</b>	<b>445,734.76</b>	<b>184,486.98</b>	<b>42,573.92</b>	<b>13,809,328.98</b>
11	12/30/2029	336,397.83	225,554.29	90,060.38	20,783.16	13,583,774.69
12	6/30/2030	336,397.83	227,364.75	88,589.38	20,443.70	13,356,409.94
<b>Subtotal</b>	<b>FY 2030</b>	<b>672,795.66</b>	<b>452,919.04</b>	<b>178,649.76</b>	<b>41,226.86</b>	<b>13,356,409.94</b>
13	12/30/2030	336,397.83	229,189.75	87,106.56	20,101.52	13,127,220.19
14	6/30/2031	336,397.83	231,029.39	85,611.86	19,756.58	12,896,190.80
<b>Subtotal</b>	<b>FY 2031</b>	<b>672,795.66</b>	<b>460,219.14</b>	<b>172,718.42</b>	<b>39,858.10</b>	<b>12,896,190.80</b>
15	12/30/2031	336,397.83	232,883.79	84,105.16	19,408.88	12,663,307.01
16	6/30/2032	336,397.83	234,753.09	82,586.35	19,058.39	12,428,553.92
<b>Subtotal</b>	<b>FY 2032</b>	<b>672,795.66</b>	<b>467,636.88</b>	<b>166,691.51</b>	<b>38,467.27</b>	<b>12,428,553.92</b>
17	12/30/2032	336,397.83	236,637.38	81,055.37	18,705.08	12,191,916.54
18	6/30/2033	336,397.83	238,536.80	79,512.09	18,348.94	11,953,379.74

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
<b>Subtotal</b>	<b>FY 2033</b>	<b>672,795.66</b>	<b>475,174.18</b>	<b>160,567.46</b>	<b>37,054.02</b>	<b>11,953,379.74</b>
19	12/30/2033	336,397.83	240,451.47	77,956.42	17,989.94	11,712,928.27
20	6/30/2034	336,397.83	242,381.50	76,388.27	17,628.06	11,470,546.77
<b>Subtotal</b>	<b>FY 2034</b>	<b>672,795.66</b>	<b>482,832.97</b>	<b>154,344.69</b>	<b>35,618.00</b>	<b>11,470,546.77</b>
21	12/30/2034	336,397.83	244,327.03	74,807.52	17,263.28	11,226,219.74
22	6/30/2035	336,397.83	246,288.17	73,214.10	16,895.56	10,979,931.57
<b>Subtotal</b>	<b>FY 2035</b>	<b>672,795.66</b>	<b>490,615.20</b>	<b>148,021.62</b>	<b>34,158.84</b>	<b>10,979,931.57</b>
23	12/30/2035	336,397.83	248,265.06	71,607.88	16,524.89	10,731,666.51
24	6/30/2036	336,397.83	250,257.81	69,988.77	16,151.25	10,481,408.70
<b>Subtotal</b>	<b>FY 2036</b>	<b>672,795.66</b>	<b>498,522.87</b>	<b>141,596.65</b>	<b>32,676.14</b>	<b>10,481,408.70</b>
25	12/30/2036	336,397.83	252,266.56	68,356.66	15,774.61	10,229,142.14
26	6/30/2037	336,397.83	254,291.43	66,711.45	15,394.95	9,974,850.71
<b>Subtotal</b>	<b>FY 2037</b>	<b>672,795.66</b>	<b>506,557.99</b>	<b>135,068.11</b>	<b>31,169.56</b>	<b>9,974,850.71</b>
27	12/30/2037	336,397.83	256,332.56	65,053.03	15,012.24	9,718,518.15
28	6/30/2038	336,397.83	258,390.06	63,381.31	14,626.46	9,460,128.09
<b>Subtotal</b>	<b>FY 2038</b>	<b>672,795.66</b>	<b>514,722.62</b>	<b>128,434.34</b>	<b>29,638.70</b>	<b>9,460,128.09</b>
29	12/30/2038	336,397.83	260,464.09	61,696.16	14,237.58	9,199,664.00
30	6/30/2039	336,397.83	262,554.76	59,997.49	13,845.58	8,937,109.24
<b>Subtotal</b>	<b>FY 2039</b>	<b>672,795.66</b>	<b>523,018.85</b>	<b>121,693.65</b>	<b>28,083.16</b>	<b>8,937,109.24</b>
31	12/30/2039	336,397.83	264,662.21	58,285.19	13,450.43	8,672,447.03
32	6/30/2040	336,397.83	266,786.58	56,559.14	13,052.11	8,405,660.45
<b>Subtotal</b>	<b>FY 2040</b>	<b>672,795.66</b>	<b>531,448.79</b>	<b>114,844.33</b>	<b>26,502.54</b>	<b>8,405,660.45</b>
33	12/30/2040	336,397.83	268,928.00	54,819.24	12,650.59	8,136,732.45
34	6/30/2041	336,397.83	271,086.60	53,065.37	12,245.86	7,865,645.85
<b>Subtotal</b>	<b>FY 2041</b>	<b>672,795.66</b>	<b>540,014.60</b>	<b>107,884.61</b>	<b>24,896.45</b>	<b>7,865,645.85</b>
35	12/30/2041	336,397.83	273,262.54	51,297.42	11,837.87	7,592,383.31
36	6/30/2042	336,397.83	275,455.94	49,515.29	11,426.60	7,316,927.37
<b>Subtotal</b>	<b>FY 2042</b>	<b>672,795.66</b>	<b>548,718.48</b>	<b>100,812.71</b>	<b>23,264.47</b>	<b>7,316,927.37</b>
37	12/30/2042	336,397.83	277,666.95	47,718.84	11,012.04	7,039,260.42
38	6/30/2043	336,397.83	279,895.70	45,907.98	10,594.15	6,759,364.72
<b>Subtotal</b>	<b>FY 2043</b>	<b>672,795.66</b>	<b>557,562.65</b>	<b>93,626.82</b>	<b>21,606.19</b>	<b>6,759,364.72</b>
39	12/30/2043	336,397.83	282,142.34	44,082.59	10,172.90	6,477,222.38
40	6/30/2044	336,397.83	284,407.02	42,242.53	9,748.28	6,192,815.36
<b>Subtotal</b>	<b>FY 2044</b>	<b>672,795.66</b>	<b>566,549.36</b>	<b>86,325.12</b>	<b>19,921.18</b>	<b>6,192,815.36</b>
41	12/30/2044	336,397.83	286,689.87	40,387.72	9,320.24	5,906,125.49

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
42	6/30/2045	336,397.83	288,991.05	38,518.01	8,888.77	5,617,134.44
<b>Subtotal</b>	<b>FY 2045</b>	<b>672,795.66</b>	<b>575,680.92</b>	<b>78,905.73</b>	<b>18,209.01</b>	<b>5,617,134.44</b>
43	12/30/2045	336,397.83	291,310.70	36,633.29	8,453.84	5,325,823.74
44	6/30/2046	336,397.83	293,648.97	34,733.45	8,015.41	5,032,174.77
<b>Subtotal</b>	<b>FY 2046</b>	<b>672,795.66</b>	<b>584,959.67</b>	<b>71,366.74</b>	<b>16,469.25</b>	<b>5,032,174.77</b>
45	12/30/2046	336,397.83	296,006.00	32,818.36	7,573.47	4,736,168.77
46	6/30/2047	336,397.83	298,381.96	30,887.89	7,127.98	4,437,786.81
<b>Subtotal</b>	<b>FY 2047</b>	<b>672,795.66</b>	<b>594,387.96</b>	<b>63,706.25</b>	<b>14,701.45</b>	<b>4,437,786.81</b>
47	12/30/2047	336,397.83	300,776.98	28,941.94	6,678.91	4,137,009.83
48	6/30/2048	336,397.83	303,191.23	26,980.36	6,226.24	3,833,818.60
<b>Subtotal</b>	<b>FY 2048</b>	<b>672,795.66</b>	<b>603,968.21</b>	<b>55,922.30</b>	<b>12,905.15</b>	<b>3,833,818.60</b>
49	12/30/2048	336,397.83	305,624.86	25,003.04	5,769.93	3,528,193.74
50	6/30/2049	336,397.83	308,078.03	23,009.84	5,309.96	3,220,115.71
<b>Subtotal</b>	<b>FY 2049</b>	<b>672,795.66</b>	<b>613,702.89</b>	<b>48,012.88</b>	<b>11,079.89</b>	<b>3,220,115.71</b>
51	12/30/2049	336,397.83	310,550.88	21,000.65	4,846.30	2,909,564.83
52	6/30/2050	336,397.83	313,043.58	18,975.33	4,378.92	2,596,521.25
<b>Subtotal</b>	<b>FY 2050</b>	<b>672,795.66</b>	<b>623,594.46</b>	<b>39,975.98</b>	<b>9,225.22</b>	<b>2,596,521.25</b>
53	12/30/2050	336,397.83	315,556.30	16,933.74	3,907.79	2,280,964.95
54	6/30/2051	336,397.83	318,089.18	14,875.78	3,432.87	1,962,875.77
55	12/30/2051	336,397.83	320,642.39	12,801.29	2,954.15	1,642,233.38
56	6/30/2052	336,397.83	323,216.09	10,710.16	2,471.58	1,319,017.29
57	12/30/2052	336,397.83	325,810.46	8,602.24	1,985.13	993,206.83
58	6/30/2053	336,397.83	328,425.64	6,477.40	1,494.79	664,781.19
59	12/30/2053	336,397.83	331,061.82	4,335.51	1,000.50	333,719.37
60	6/30/2054	336,398.04	333,719.37	2,176.42	502.25	0.00
<b>Subtotal</b>	<b>Undefined</b>	<b>2,691,182.85</b>	<b>2,596,521.25</b>	<b>76,912.54</b>	<b>17,749.06</b>	<b>0.00</b>
<b>Grand total</b>		<b>20,183,870.01</b>	<b>16,096,586.00</b>	<b>3,320,918.26</b>	<b>766,365.75</b>	<b>0.00</b>