

INTERAGENCY AGREEMENT
BETWEEN THE
DEPARTMENT OF ECOLOGY
OFFICE OF THE COLUMBIA RIVER
AND
CITY OF PASCO, WASHINGTON

This Agreement is made and entered into by and between the Office of the Columbia River/ Department of ECOLOGY, PO Box 47600, Olympia WA 98504-7600, hereinafter referred to as ECOLOGY and the City of Pasco, 523 North 3rd Avenue, Pasco, WA 99301, hereinafter referred to as CITY OF PASCO.

PURPOSE

It is the purpose of this Agreement to provide the CITY OF PASCO with funds from the Columbia River Basin Water Supply Development Account to prepare a detailed Scope of Work for a project to design and construct a new river intake and pumping station and raw water connection for supply to the new West Pasco Water Treatment Plant (WPWTP) from the Columbia River.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CITY OF PASCO shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to develop a detailed Scope of Work describing the works as set forth in Attachment "A", the "Scope of Work" which is incorporated herein.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on December 1, 2011, and be completed on December 31, 2013, unless terminated sooner as provided herein.

PAYMENT

This is a performance-based contract, in which payment to the RECIPIENT is based on the successful completion of expected deliverables. Compensation for the work is provided in accordance with Governor's Executive Order 10-07. The parties have determined that the cost of accomplishing the work herein will not exceed **\$ 2,677,038**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

Compensation for services shall be based on the terms set forth in accordance with the tasks listed in the scope of work and budget which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

BILLING PROCEDURES

The CITY OF PASCO may submit invoices monthly. Payment to the CITY OF PASCO for approved and completed work will be made by warrant or account transfer by ECOLOGY within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The CITY OF PASCO shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by the CITY OF PASCO in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of the Agency, other personnel duly authorized by the Agency, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned equally. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a dispute board in the following manner: Each party to this agreement shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable State and federal statutes and rules;
2. *Scope of Work*; Attachment "A"
3. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Project Coordinator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

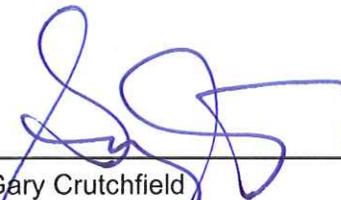
The Project Coordinator for OCR/ ECOLOGY is :	The Project Coordinator for the City of Pasco is:
Department of ECOLOGY Alvin Josephy PO Box 47600 OLYMPIA WA 98504-7600 Phone: (360) 407-6456	City Of Pasco Ahmad Qayoumi, P.E. 525 North 3 rd Avenue Pasco, WA 99301 Phone: (509)-545-3444

IN WITNESS WHEREOF, the parties hereby sign this grant:

STATE OF WASHINGTON
 DEPARTMENT OF ECOLOGY

CITY OF PASCO

 Polly Zehm Date
 DEPUTY DIRECTOR
 DEPARTMENT OF ECOLOGY


 _____ 12-6-11
 Gary Crutchfield Date
 CITY MANAGER
 CITY OF PASCO

Approved as to form only by
 Assistant Attorney General.

TAX ID#

INVOICE IDENTIFICATION & INFORMATION

Each invoice voucher submitted to ECOLOGY by the CITY OF PASCO will clearly reference "Contract Number **ECOLOGY # C1200160.**"

Attachment A

SCOPE OF WORK:

City of Pasco

Columbia River Basin Water Supply Development

City of Pasco Municipal Potable and Irrigation Water Supply Improvements

PROJECT DESCRIPTION:

The City of Pasco currently draws water through their I-182 Columbia River intake for use in both their raw water supply to the West Pasco Water Treatment Plant (WPWTP) and municipal irrigation systems. According to the preliminary engineering work for the WPWTP, total withdrawals through the I-182 intake are limited to approximately 9.0 MGD (6,250 gpm). In its current phase, the WPWTP is designed to produce 6.0 MGD for potable water use, leaving 3.0 MGD for use in the municipal irrigation system.

Per discussions with the Department of Ecology, the City will use the proposed 5,000 Acre-Foot of water from the USBR permit for the proposed water supply improvements, with 1,000 Acre-feet allocated for irrigation and 4,000 Acre-feet allocated for the domestic potable water system.

The Project will be completed in multiple phases, as follows:

PHASE 1 – NEW POTABLE WATER SYSTEM INTAKE AND PUMP STATION PERMITTING AND DESIGN: This phase covers the permitting and design of the new intake structure and pump station to deliver raw water to the West Pasco Water Treatment Plant (WPWTP). The new intake and pump station facility will be located adjacent to the existing intake, which will be converted to municipal irrigation system service after the new potable water system intake is constructed.

PHASE 2 – NEW IRRIGATION SYSTEM SUPPLY PIPE AND BOOSTER PUMP STATION: This phase covers the design and construction of improvements to the existing City of Pasco municipal irrigation system to deliver 1,000 Acre-feet of water from the USBR permit. The project includes approximately 12,000 feet of 16-inch pipeline from the existing I-182 intake site to connection with the existing irrigation system in Sandifur Parkway at Road 84, and a booster pump station along the route of the 16-inch pipeline, near the southerly convergence of Harris Road and I-182, in compliance with the City's Irrigation Master Plan.

FUTURE PHASE 3 – NEW POTABLE WATER SYSTEM INTAKE AND PUMP STATION CONSTRUCTION: This phase covers the construction of the new intake structure and pump station to deliver raw water to the West Pasco Water Treatment Plant (WPWTP).

PROJECT BUDGET: The Project Budget is funded under a Grant from the Department of Ecology, Office of the Columbia River, and other funding sources matched by the RECIPIENT.

PROJECT LOCATION: T9N, R29E.

WORK PROGRAM: The RECIPIENT shall comply with the State Environmental Policy Act (SEPA) and shall acquire all federal, state, and/or local permits necessary for this project. Copies of all permits, plans, specifications, and documentation for compliance with necessary permits will be submitted to DEPARTMENT prior to commencement of construction.

PROJECT TASKS

PHASE 1 – NEW POTABLE WATER SYSTEM INTAKE AND PUMP STATION PERMITTING AND DESIGN

RECIPIENT has conducted a competitive process and selected a Consultant to complete Phase 1 of the project. Consultant selection was in accordance with Administrative Requirements for Recipients of Ecology Grants and Loans (The Yellow Book).

TASK 1: PROJECT MANAGEMENT

1.1: Develop and manage work plan; periodic project meetings with City staff; periodic briefings to City Council; subconsultant management; monthly progress reporting to City coordination with Ecology (by City).

Deliverables: Work plan; project status reports; monthly conference call/meetings or email updates with Ecology (by City).

Deliverables: Work plan; project status reports.

Timeline: December 1, 2011 through September 30, 2013

Budget: \$24,640

TASK 2: PERMITTING SERVICES AND INTERAGENCY COORDINATION

2.1 Preliminary regulatory review and assessments; preliminary agency consultations and determination of requirements; site-specific environmental assessments documentation and draft reporting; City and Agency reviews; final reporting; permit applications and processing; interagency coordination.

Deliverables: Permits and documentation for compliance.

Timeline: December 1, 2011 through March 31, 2013

Budget: \$62,554

TASK 3: FIELD INVESTIGATIONS, ARCHAEOLOGICAL INVESTIGATIONS AND TECHNICAL STUDIES

3.1: Background data review; review existing project reports and technical memoranda; hydraulic analysis; geotechnical investigations; survey and mapping; utility investigations; archaeological and cultural investigations.

Deliverables: Archaeological and cultural reports.

Timeline: December 1, 2011 through June 30, 2012

Budget: \$49,056

TASK 4: DESIGN SERVICES

4.1: Preliminary design (30%); design submittals (60% and 90%); final construction documents ("as-bid" set); construction permits.

Deliverables: Two copies each: Final Design documents including all supporting documentation signed and sealed by a professional engineer licensed in the State of Washington.

Construction Contract including pricing information, exceptions to the construction agreement and a construction schedule.

Timeline: July 1, 2012 through September 30, 2013

Budget: \$273,585

TASK 5: PROPERTY ACQUISITION

5.1 Acquire permanent and construction easements for intake and pump station.

Deliverables: Executed easements.

Timeline: December 1, 2011 through June 30, 2012

Budget: \$140,165

PHASE 2 – NEW IRRIGATION SYSTEM SUPPLY PIPE AND BOOSTER PUMP STATION

RECIPIENT has conducted a competitive process and selected a Consultant to complete permitting, design and construction management assistance for Phase 2 of the project. Consultant selection was in accordance with Administrative Requirements for Recipients of Ecology Grants and Loans (The Yellow Book).

TASK 1: PROJECT MANAGEMENT

1.1: Periodic project meetings with City staff; periodic briefings to City Council; sub-consultant management; monthly progress reporting to City; coordination with Ecology (by City).

Deliverables: Project status reports; monthly conference call/meetings or email updates with Ecology (by City).

Timeline: December 1, 2011 through June 30, 2013

Budget: \$14,166

TASK 2: PERMITTING SERVICES AND INTERAGENCY COORDINATION

2.1 Preliminary regulatory review and assessments; preliminary agency consultations and determination of requirements; site-specific environmental assessments documentation and draft reporting; City and Agency reviews; final reporting; permit applications and processing; interagency coordination.

Deliverables: Permits and documentation for compliance.

Timeline: December 1, 2011 through March 31, 2012

Budget: \$18,826

TASK 3: FIELD INVESTIGATIONS, ARCHAEOLOGICAL INVESTIGATIONS AND TECHNICAL STUDIES

3.1: Background data review; review existing project reports and technical memoranda; hydraulic analysis; survey and mapping; utility investigations; archaeological and cultural investigations.

Deliverables: Archaeological and cultural reports.

Timeline: December 1, 2011 through March 31, 2012

Budget: \$28,987

TASK 4: DESIGN SERVICES

4.1: Preliminary design (30%); design submittals (60% and 90%); final construction documents ("as-bid" set); construction permits.

Deliverables: Two copies each: Final Design documents including all supporting documentation signed and sealed by a professional engineer licensed in the State of Washington.

Construction Contract including pricing information, exceptions to the construction agreement and a construction schedule.

Timeline: December 1, 2011 through May 30, 2012

Budget: \$86,803

TASK 5: BIDDING AND CONSTRUCTION PHASE ENGINEERING SERVICES

5.1: Construction management; bidding and award phase; construction contract administration; shop drawing and submittal reviews; on-site engineering during construction; testing, start-up, training and project close-out; record drawings.

Deliverables: Construction status reports; monthly conference call/meetings or email updates with Ecology (by City).

Timeline: June 1, 2012 through March 31, 2013

Budget: \$51,218 plus local match

TASK 6: BIDDING AND CONSTRUCTION

- 6.1 RECIPIENT will conduct Construction bid process and select a contractor (or contractors) to complete construction of Phase 2 of the project. Contractor selection will be in accordance with Administrative Requirements for Recipients of Ecology Grants and Loans (The Yellow Book). The RECIPIENT will, at a minimum, complete a competitive process to allow for multiple proposals.
- 6.2 Initiate construction contract.
- 6.3 Quality control, field inspection, and progress reporting. RECIPIENT and/or its agents or assigns will construct the project and will maintain monthly reports documenting progress, field inspections, and problems encountered, to support end-of-project invoicing. Brief monthly status updates will be emailed to the Project Manager at ajos461@ecy.wa.gov. Payments following construction will be based on RECIPIENT reports on percent complete and will be verified by DEPARTMENT technical staff prior to payment.

Deliverables: Construction Contract including pricing information, exceptions to the construction agreement and a construction schedule. Monthly reports will be produced and sent to DEPARTMENT.

Timeline: June 1, 2012 through March 31, 2013

Budget: \$1,902,058

TASK 7: PROJECT CLOSEOUT

7.1: Project Closeout will include demonstration of full operation of the facilities as designed. Operation will function at design criteria levels as verified in the field from Construction Document level specifications and design drawings.

Deliverables: Two copies of a Final Project report, summarizing or including monthly reports, signed and sealed by a professional engineer licensed in the State of Washington will be submitted to DEPARTMENT. This report will include as-built drawings, final specifications markups, and lien releases from contractor(s) and major vendors. It will also include a declaration, signed and stamped by the engineer, that the project was, to the best of his/her knowledge, constructed and completed in accordance with the construction plans and specifications and generally accepted engineering/construction practice.

Timeline: April 1, 2013 through June 30, 2013

Budget: \$0 (local match)

TASK 8: PROPERTY ACQUISITION

8.1 Acquire permanent and construction easements for booster pump station.

Deliverables: Executed easements.

Timeline: December 1, 2011 through March 31, 2102

Budget: \$25,000

FUTURE PHASE 3 – NEW POTABLE WATER SYSTEM INTAKE AND PUMP STATION CONSTRUCTION

Future Phase 3 construction scope, budget, timeline and funding sources will be determined after permitting and design phases for the new potable water system intake and pump station are completed under Phase 1.

TASK 1: BIDDING AND CONSTRUCTION PHASE ENGINEERING SERVICES

1.1: Construction management; bidding and award phase; construction contract administration; shop drawing and submittal reviews; on-site engineering during construction; testing, start-up, training and project close-out; record drawings.

Deliverables: TBD

Timeline: TBD – approx. October 2013 through December 2014

Budget: TBD

TASK 2: BIDDING AND CONSTRUCTION

- 2.1 RECIPIENT will conduct Construction bid process and select a contractor (or contractors) to complete construction of Phase 2 of the project. Contractor selection will be in accordance with Administrative Requirements for Recipients of Ecology Grants and Loans (The Yellow Book). The RECIPIENT will, at a minimum, complete a competitive process to allow for multiple proposals.
- 2.2 Initiate construction contract.
- 2.3 Quality control, field inspection, and progress reporting. RECIPIENT and/or its agents or assigns will construct the project and will maintain monthly reports documenting progress, field inspections, and problems encountered, to support end-of-project invoicing. Brief monthly status updates will be emailed to the Project Manager at ajos461@ecy.wa.gov. Payments following construction will be based on RECIPIENT reports on percent complete and will be verified by DEPARTMENT technical staff prior to payment.

Deliverables: Construction Contract including pricing information, exceptions to the construction agreement and a construction schedule. Monthly reports will be produced and sent to DEPARTMENT.

Timeline: TBD – approx. October 2013 through December 2014

Budget: TBD

TASK 3: PROJECT CLOSEOUT

- 3.1: Project Closeout will include demonstration of full operation of the facilities as designed. Operation will function at design criteria levels as verified in the field from Construction Document level specifications and design drawings.

Deliverables: Two copies of a Final Project report, summarizing or including monthly reports, signed and sealed by a professional engineer licensed in the State of Washington will be submitted to DEPARTMENT. This report will include

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as-built drawings, final specifications markups, and lien releases from contractor(s) and major vendors. It will also include a declaration, signed and stamped by the engineer, that the project was, to the best of his/her knowledge, constructed and completed in accordance with the construction plans and specifications and generally accepted engineering/construction practice.

Timeline: TBD – approx. October 2013 through December 2014

Budget: TBD

PROJECT BUDGET BY TASK

TASK	TOTAL PROJECT COSTS	ECOLOGY GRANT SHARE	RECIPIENT SHARE¹
Phase 1 – New Potable Water System Intake And Pump Station Permitting And Design			
Task 1: Project Management	\$24,640	\$24,640	\$0
Task 2: Permitting Services And Interagency Coordination	\$62,554	\$62,554	\$0
Task 3: Field Investigations, Archaeological Investigations And Technical Studies	\$49,056	\$49,056	\$0
Task 4: Design Services	\$273,585	\$273,585	\$0
Task 5: Property Acquisition	\$140,165	\$140,165	\$0
Subtotal – Phase 1	\$550,000	\$550,000	\$0
Phase 2 – New Irrigation System Supply Pipe And Booster Pump Station			
Task 1: Project Management	\$14,166	\$14,166	\$0
Task 2: Permitting Services And Interagency Coordination	\$18,826	\$18,826	\$0
Task 3: Field Investigations, Archaeological Investigations And Technical Studies	\$28,987	\$28,987	\$0
Task 4: Design Services	\$86,803	\$86,803	\$0
Task 5: Bidding And Construction Phase Engineering Services	\$51,218	\$51,218	TBD
Task 6: Bidding And Construction	\$1,902,058	\$1,902,058	\$0
Task 7: Project Closeout	TBD	\$0	TBD
Task 8: Property Acquisition	\$25,000	\$25,000	\$0
Subtotal – Phase 2		\$2,127,058	TBD
TOTAL – PHASES 1 AND 2	TBD	\$2,677,058	TBD

Future Phase 3 – New Potable Water System Intake And Pump Station Construction			
Task 1: Bidding And Construction Phase Engineering Services	TBD	TBD	TBD
Task 2: Bidding And Construction	TBD	TBD	TBD
Task 3: Project Closeout	TBD	TBD	TBD
TOTAL – FUTURE PHASE 3	TBD	TBD	TBD