



**DAYTON CITY COUNCIL**  
**111 S. 1st Street, Dayton, WA 99328**  
**ZAC WEATHERFORD, MAYOR**

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**PRELIMINARY AGENDA**  
**SPECIAL MEETING**  
**Wednesday, June 26, 2019**  
**6:00 p.m.**

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1. CALL TO ORDER: The Special Meeting for June 26, 2019.
  - A. Roll Call
2. UNFINISHED BUSINESS
  - A. RECOMMENDED ACTION: Authorize Resolution 1381, authorizing the Mayor to sign an Interlocal Agreement with Columbia County for Bituminous Surface Treatment services associated with N. Cherry Street and S. 5th Street projects
3. NEW BUSINESS
  - A. Public Hearing 2020-2025 6-Year Transportation Improvement Plan
    - i. RECOMMENDED ACTION: Authorize Resolution No. 1382, adopting the 2020-2025 6-Year Transportation Improvement Plan
  - B. Recommended Action: Authorize Resolution No. 1383, Authorizing the Mayor to Execute a Water Quality Combined Financial Assistance 2019 Agreement with the State of Washington Department of Ecology Totaling \$990,000 for the Wastewater Treatment Plant Design Phase
4. ADJOURN
  - A. Recommended Action: Motion to adjourn the meeting at \_\_\_\_\_ p.m.

*Next regular meeting is July 10, 2019 at 6:00 p.m. at Dayton City Hall, 111 S. 1st Street, Dayton, WA 99328.*

If written language translation of the City Council agenda and minutes for non-English speaking persons is desired, please make your request by phone to the Office of the City Administrator at (509) 382-2361 or by email at [info@daytonwa.com](mailto:info@daytonwa.com), 72 business hours prior to the City Council meeting.

Si desea obtener la traducción escrita en otro idioma de la agenda y las actas del ayuntamiento de la ciudad para las personas que no hablan inglés, haga su solicitud por teléfono a la oficina del secretario municipal al (509) 382-2361 o [info@daytonwa.com](mailto:info@daytonwa.com), 72 horas hábiles antes de la reunión del ayuntamiento de la ciudad.

**RESOLUTION NO. 1381**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,  
WASHINGTON AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF DAYTON AND COLUMBIA COUNTY FOR BITUMINOUS  
SURFACE TREATMENT SERVICES**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, City of Dayton, Washington, a political subdivision of the State of Washington, and Columbia County are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, City of Dayton will provide reimbursement to Columbia County for a bituminous surface treatment to N. Cherry Street from W. Commercial Avenue to the end and S. 5<sup>th</sup> Street from Day Street to the end.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES** as follows:

**Section 1.** That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement for bituminous surface treatment services with Columbia County in the form attached hereto as Exhibit "A."

**Section 2.** That the Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF DAYTON

\_\_\_\_\_  
Zac Weatherford, Mayor

Attest/Authenticate:

\_\_\_\_\_  
Trina Cole, City Administrator

Approved as to form:

\_\_\_\_\_  
Quinn Plant, City Attorney

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF DAYTON AND COLUMBIA COUNTY  
FOR BITUMINOUS SURFACE TREATMENT SERVICES**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between City of Dayton, a political subdivision of the State of Washington, hereinafter referred to as the "City", and Columbia County, an agency of the state of Washington, hereinafter referred to as "County". The County and City are each sometimes referred to herein as "Party" or "Agency" and collectively as "Parties" or "Agencies."

**1. Purpose**

The purpose of this Agreement is to establish responsibilities of the City and the County in performing bituminous surface treatment services, hereinafter referred to as "BST", to N. Cherry Street and S. 5<sup>th</sup> Street as provided in Exhibit "A" by the County.

**2. Statement of Work**

A. Responsibilities of the City shall be as follows:

- 1) Providing required BST services, including top rock and sweeping.
- 2) Prepare, including, but not limited to all sewer manholes, water services and valves that are not to be covered, prior to BST.
- 3) Provide traffic control, as required.
- 4) Provide final written authorization for cost approval to proceed after County provides cost estimate for work to be completed.
- 5) Reimburse the County for actual costs incurred for completing the work.

B. Responsibilities of County shall be as follows:

- 1) For budgeting purposes: County will provide the City with an estimated cost based on the BST work to be completed as requested by the City.
- 2) Prepare roadways for BST (grading, watering, and compaction)
- 3) Complete the BST work as requested by the City.
- 4) Invoice the City for actual costs incurred in completing the BST services.

### **3. Compensation**

City hereby agrees to reimburse the County for costs of the work performed by the County Road Department, based on the actual cost of labor, fringe benefits, equipment rental, and materials used in the BST project, within 30-days from receipt of invoice.

### **4. Duration of Agreement**

This Agreement shall be for six-months from its effective date.

### **5. Termination**

Either party may terminate this Agreement, with or without cause, by giving all parties hereunder thirty (30) days written notice of termination.

### **6. Indemnification/Hold Harmless**

Each party to this Agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A Party shall provide proof of such insurance coverage upon demand by the other party.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the he City expressly waives any immunity the City might have had under

such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

**7. Assignment or Transfer**

This Agreement or any interest herein shall not be assigned or transferred, in whole or in part, without the written consent of both agencies. In the event that such prior written consent to such assignment or transfer is granted, then the assignee or transferee shall assume all duties, obligations, and liabilities of the Assignor(s)/Transferor(s).

**8. Notices**

Unless otherwise stated herein, all notices and demands shall be in writing and served on the parties either personally or by certified mail, return-receipt requested, at their addresses listed below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

City of Dayton  
Attn: Trina Cole  
111 S. 1<sup>st</sup> Street  
Dayton, WA 99328

Columbia County  
Attn: Charles Eaton, PE  
P.O. Box 5  
Dayton, WA 99328

**9. Compliance with Laws**

The Parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

**10. Independent Contractor**

It is understood that the County shall be an independent contractor of the City. This agreement shall not give rise to an employment relationship between the City and any employee or agent of the County who may perform this agreement on behalf of the County.

**11. Modification**

This Agreement may only be modified by writing that has been signed by the parties hereto.

**12. Severability**

If any provision of this Agreement is determined by any

court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

**13. Applicable Law and Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue for any dispute or lawsuit between the parties regarding this agreement shall be in the Superior Court of Walla Walla County, Washington.

**14. Non-Discrimination**

In the performance of their obligations under this Agreement, neither party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.

**15. Severability**

If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the Agreement, which shall remain fully in effect and enforceable.

**16. Waiver**

Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provisions or condition.

**17. Filing/Posting**

Prior to its entry into force, this Agreement shall be filed with the Columbia County Auditor or, in the alternative, listed by each party on its website or other electronically retrievable public source, as required by RCW 39.34.040.

**18. 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.

CITY OF DAYTON, WASHINGTON

\_\_\_\_\_  
Zac Weatherford, Mayor

\_\_\_\_\_  
Date

Attest/Authenticate:

\_\_\_\_\_  
Trina Cole, City Administrator

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Quinn Plant, City Attorney

\_\_\_\_\_  
Date

COLUMBIA COUNTY, WASHINGTON

\_\_\_\_\_  
Michael Talbott, Chairman

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Dale Slack, Prosecuting Attorney

\_\_\_\_\_  
Date



City of Dayton  
2019 BST Projects

Application Rates

	Gal/SY (Undiluted)
CRS-2P (1st Shot)	0.65
CRS-2P (1st Shot)	0.6
Fog Seal	0.18
	Lbs/SY
1/2"-No 4 (1st Application)	45
1/2"-No 4 (2nd Application)	40
Choke Stone	6

N Cherry St: Commercial to North End

	Length	Width
Dimmensions	750	20
Area	1667	SY

S 5th St: Day St to South End

	Length	Width
Dimmensions	650	22
Area	1589	SY

E Richmond St: 6<sup>th</sup> St to East end of Street

	Length	Width
Dimmensions	250	20
Area	556	SY

<u>Totals</u>	
Total Area	3811 SY
Total CRS-2P (Undiluted)	4764 Gallons
Total Fog Seal (undiluted)	686 Gallons
Total 1/2"-No.4	162 Tons
Total Choke Stone	11 Tons

## Prep Work For City Chip Seal Estimate

Prep Work For Chip Sel On North Cherry and South %th Street.

#1	10 Hours for Grader and Operator @ \$91.00	\$910.00
#2	10 Hours for Roller and Operator @ \$82.00	\$820.00
#3	5 Hours for Broom and Operator @ \$104.00	\$520.00
#4	10 Hours 2 flaggers @ \$46.00	\$460.00
#5	10 Hours Water Truck and Operator @ \$104.00	\$1,040.00
#6	2.5 Hours Ashalt Saw and operator @ \$40.00	<u>\$100.00</u>
	<b>Total</b>	<b>\$3,850.00</b>

City

Seal Coat Estimate:

#2  
North Cherry CRS-2P  
Length (Miles) = 0.1421 752 ft single shot 1059 gallons  
Average Width (ft) = 20  
Days to Complete = 0.3

Materials:

CRS-2P Shot Rate = 0.65 Tonnage = 5  
Fog Coat Shot Rate = 0.06  
Dillution Rate = 1 Tonnage = 0  
Chips Application Rate = 45 Tonnage = 38

Cost

CRS-2P Unit Cost = \$429.76 Total = \$1,942  
Fog Coat Unit Cost = \$331.50 Total = \$0  
Chips Unit Cost = \$18.77 Total = \$704  
Labor Hourly Cost = \$652.05 Total = \$1,956  
Equipment Hourly Cost = \$664.34 Total = \$1,993

Total Cost = \$6,595  
\$6,783  
\$6,471  
\$6,649  
Total Cost = \$26,498

Seal Coat Estimate:

	#2	
	North Cherry	CRS-2P
Length (Miles) =	<b>0.1421</b>	752 ft single shot 1059 gallons
Average Width (ft) =	<b>20</b>	
Days to Complete =	<b>0.3</b>	

Materials:

CRS-2P	Shot Rate =	<b>0.6</b>	Tonnage =	<b>4</b>
Fog Coat	Shot Rate =	<b>0.18</b>		
	Dillution Rate =	<b>1</b>	Tonnage =	<b>1</b>
Chips	Application Rate =	<b>40</b>	Tonnage =	<b>33</b>

Cost

CRS-2P	Unit Cost =	<b>\$429.76</b>	Total =	<b>\$1,793</b>
Fog Coat	Unit Cost =	<b>\$331.50</b>	Total =	<b>\$415</b>
Chips	Unit Cost =	<b>\$18.77</b>	Total =	<b>\$626</b>
Labor	Hourly Cost =	<b>\$652.05</b>	Total =	<b>\$1,956</b>
Equipment	Hourly Cost =	<b>\$664.34</b>	Total =	<b>\$1,993</b>

Total Cost = **\$6,783**

Seal Coat Estimate:

	#3	
	S. 5th Street	CRS-2P
Length (Miles) =	<b>0.1231</b>	667 ft single shot 942 gallons
Average Width (ft) =	<b>22</b>	
Days to Complete =	<b>0.3</b>	

Materials:

CRS-2P	Shot Rate =	<b>0.65</b>	Tonnage =	4
Fog Coat	Shot Rate =	<b>0.06</b>		
	Dillution Rate =	<b>1</b>	Tonnage =	0
Chips	Application Rate =	<b>45</b>	Tonnage =	36

Cost

CRS-2P	Unit Cost =	<b>\$429.76</b>	Total =	\$1,851
Fog Coat	Unit Cost =	<b>\$331.50</b>	Total =	\$0
Chips	Unit Cost =	<b>\$18.77</b>	Total =	\$671
Labor	Hourly Cost =	<b>\$652.05</b>	Total =	\$1,956
Equipment	Hourly Cost =	<b>\$664.34</b>	Total =	\$1,993

Total Cost = \$6,471

Seal Coat Estimate: #3  
 S. 5th Street CRS-2P  
 Length (Miles) = **0.1231** 667 ft single shot 942 gallons  
 Average Width (ft) = **22**  
 Days to Complete = **0.3**

Materials:	CRS-2P	Shot Rate =	<b>0.6</b>	Tonnage =	4
	Fog Coat	Shot Rate =	<b>0.18</b>		
	Chips	Dillution Rate =	<b>1</b>	Tonnage =	1
		Application Rate =	<b>40</b>	Tonnage =	32

Cost	CRS-2P	Unit Cost =	<b>\$429.76</b>	Total =	\$1,708
	Fog Coat	Unit Cost =	<b>\$331.50</b>	Total =	\$395
	Chips	Unit Cost =	<b>\$18.77</b>	Total =	\$596
	Labor	Hourly Cost =	<b>\$652.05</b>	Total =	\$1,956
	Equipment	Hourly Cost =	<b>\$664.34</b>	Total =	\$1,993

Total Cost = \$6,649

**RESOLUTION NO. 1382**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,  
WASHINGTON, ADOPTING A SIX YEAR TRANSPORTATION IMPROVEMENT  
PROGRAM FOR 2020-2025**

**WHEREAS**, the Safe, Accountable, Flexible, Efficient Transportation Equity Act, Legacy for Users, requires a Statewide Transportation Improvement Program in order to provide federal funding for transportation projects within the State of Washington; and,

**WHEREAS**, the Statewide Transportation Improvement Program is a compilation of Regional Transportation Improvement Programs based on regionally significant local and state projects; and,

**WHEREAS**, the 2020 - 2025 City of Dayton Six-Year Transportation Improvement Program is utilized as a planning tool for local, state and federal governments; and,

**WHEREAS**, the Planning Committee met on June 13, 2019 to review the 2020 - 2025 City of Dayton Six-Year Transportation Improvement Program and makes recommendation to a adopt said Program; and

**WHEREAS**, the City Council of the City of Dayton held a public hearing on June 26, 2019 to review and receive public input on the proposed 2020 - 2025 City of Dayton Six-Year Transportation Improvement Program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES as follows:**

**Section 1.** The 2020-2025 Six-Year Transportation Improvement Program is adopted as the extended comprehensive Six-Year Transportation Improvement Program for the City of Dayton, Columbia County, Washington in the form attached hereto as Exhibit "A."

**Section 2.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED by the City Council of the City of Dayton on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Zac Weatherford, Mayor

Attest:

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Trina Cole, City Administrator



# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Community-wide Bus Stop Installation Varies Varies to To install bus stop facilities in strategic locations within city limits	WA-12140	06/26/19	06/26/19		1383	23	C P S T W		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	OTHER	26,100	0	26,100
P	CN	2024		0	OTHER	145,000	0	145,000
<b>Totals</b>				<b>0</b>		<b>171,100</b>	<b>0</b>	<b>171,100</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	26,100	0
CN	0	0	0	0	145,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,100</b>	<b>145,000</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		UGA to UGA Multi-Modal Transportation Plan  to Create and all-inclusive multi-modal transportation improvement plan for Main Street (Highway 12)	WA-12141	06/26/19	06/26/19		1383	18			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PL	2020		0	WSDOT	94,500	10,500	105,000
<b>Totals</b>				<b>0</b>		<b>94,500</b>	<b>10,500</b>	<b>105,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	105,000	0	0	0	0
<b>Totals</b>	<b>105,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Dayton</b>	<b>0</b>	<b>265,600</b>	<b>10,500</b>	<b>276,100</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08		Cameron Street Reconstruction Project - Phase I W. Cameron Street S. Pine Street to S. Cottonwood Street Resurface existing roadway curb to curb, install sidewalks with ADA Accessibility, replace storm drainage, and install non-motorized friendly facilities.	WA-04531	06/26/19	06/26/19		1383	05	C G O P T W	0.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	SRTS	71,300	3,800	75,100
P	CN	2022		0	SRTS	644,100	33,900	678,000
<b>Totals</b>				<b>0</b>		<b>715,400</b>	<b>37,700</b>	<b>753,100</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	75,100	0	0	0
CN	0	0	678,000	0	0
<b>Totals</b>	<b>0</b>	<b>75,100</b>	<b>678,000</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08		Cameron Street Reconstruction Project - Phase II Cameron Street W. Main St (Hwy 12) to N. Pine Street Restructure intersection exchange, reconstruct roadway, install curbs, gutters, storm drainage system and non-motorized friendly facilities. Replace and install sidewalks with ADA ramping system.	WA-04529	06/26/19	06/26/19		1383	06	C G O P T W	0.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		53,100	WSDOT	8,300	9,300	70,700
P	PE	2021	SRTS	2,100	Ped/Bike Program	13,400	0	15,500
P	PE	2021		0	TIB	6,200	700	6,900
P	CN	2022		536,600	WSDOT	83,800	94,000	714,400
P	CN	2022	SRTS	21,000	WSDOT	128,400	0	149,400
P	CN	2022		0	TIB	69,500	6,700	76,200
<b>Totals</b>				<b>612,800</b>		<b>309,600</b>	<b>110,700</b>	<b>1,033,100</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	93,100	0	0	0
CN	0	0	940,000	0	0
<b>Totals</b>	<b>0</b>	<b>93,100</b>	<b>940,000</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		City-Wide Pavement Preservation Program Various Various to Perform Chip Sealing or overlay treatments	WA-08987	06/26/19	06/26/19		1383	06	C O P S T W	25.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	7,500	7,500
P	PE	2022		0	TIB	667,000	72,000	739,000
P	CN	2021		0	TIB	100,000	0	100,000
P	CN	2023		0	TIB	2,928,600	2,000,000	4,928,600
<b>Totals</b>				<b>0</b>		<b>3,695,600</b>	<b>2,079,500</b>	<b>5,775,100</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	7,500	0	739,000	0	0
CN	0	100,000	0	4,928,600	0
<b>Totals</b>	<b>7,500</b>	<b>100,000</b>	<b>739,000</b>	<b>4,928,600</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		City-Wide Reconstruction Program Various Various to Reconstruct existing street system to include curbs, gutters, sidewalk, and storm drainage	WA-08988	06/26/19	06/26/19		1383	04	C O P S T W	6.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0	OTHER	589,700	65,500	655,200
P	CN	2025		0	TIB	1,384,800	3,000,000	4,384,800
<b>Totals</b>				<b>0</b>		<b>1,974,500</b>	<b>3,065,500</b>	<b>5,040,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	655,200
CN	0	0	0	0	4,384,800
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,040,000</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		Commercial Street Reconstruction Project Commercial Street N 4th Street to West City Limits Reconstruct with new curbs and gutters, install ADA Accessible sidewalk/pedestrian/bicycle facilities.	WA-04528	06/26/19	06/26/19		1383	04	CG OPS TW	0.600	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	TIB	181,700	20,200	201,900
P	CN	2023		0	OTHER	2,019,000	0	2,019,000
<b>Totals</b>				<b>0</b>		<b>2,200,700</b>	<b>20,200</b>	<b>2,220,900</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	201,900	0	0
CN	0	0	0	2,019,000	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>201,900</b>	<b>2,019,000</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08		Dayton S. 3rd Street Sidewalk Replacement and Overlay Project S. 3rd Street E. Main Street to School Bus Street Resurface street, replace sidewalk with ADA compliant ramping system	WA-04538	06/26/19	06/26/19		1383	05	C G O P T W	1.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2020	TAP(R)	211,000	TIB	385,000	83,190	679,190
<b>Totals</b>				<b>211,000</b>		<b>385,000</b>	<b>83,190</b>	<b>679,190</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	679,190	0	0	0	0
<b>Totals</b>	<b>679,190</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# Six Year Transportation Improvement Program From 2020 to 2025

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		E. Main Street (HWY 12) Curb Extension Project  1st Street to 3rd Street  Construct curb extension at three separate intersections to meet ADA accessibility needs.	WA-10024	06/26/19	06/26/19		1383	01				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	Ped/Bike Program	93,750	0	93,750
P	CN	2023		0	WSDOT	337,500	37,500	375,000
<b>Totals</b>				<b>0</b>		<b>431,250</b>	<b>37,500</b>	<b>468,750</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	93,750	0	0
CN	0	0	0	375,000	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>93,750</b>	<b>375,000</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		E. Main Street/1st Street Traffic Signal Construction Main Street/Highway 12 N. 1st Street to S. 1st Street Installation of a traffic light system with ADA and non-motorized crossing lights	WA-08994	06/13/18	06/13/18		1342	21	COPST W			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0	WSDOT	350,000	0	350,000
<b>Totals</b>				<b>0</b>		<b>350,000</b>	<b>0</b>	<b>350,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	350,000	0	0	0
<b>Totals</b>	<b>0</b>	<b>350,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		E. Washington Avenue Street Overlay E. Washington Avenue N. Cottonwood Avenue to N. 3rd St. Resurface curb to curb.	WA-04537	06/26/19	06/26/19		1383	05	CG O P S T W	1.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	TIB	38,192	4,244	42,436
P	CN	2022		0	TIB	338,188	37,576	375,764
<b>Totals</b>				<b>0</b>		<b>376,380</b>	<b>41,820</b>	<b>418,200</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	42,436	0	0	0
CN	0	0	375,764	0	0
<b>Totals</b>	<b>0</b>	<b>42,436</b>	<b>375,764</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02		Main Street Safety Enhancement Project - Phase 3 W. Main Street Pine Street to West City Limits Construct enhancements such as pedestrian and bicycle facilities, beautification improvements and traffic control provisions on the west end entry to Dayton along Highway 12.	WA-04541	06/26/19	06/26/19		1383	31	C G O P T W	0.150	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP(E)	90,000		0	0	90,000
P	CN	2023	STP(E)	331,980		0	0	331,980
<b>Totals</b>				<b>421,980</b>		<b>0</b>	<b>0</b>	<b>421,980</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	90,000	0	0
CN	0	0	0	331,980	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>90,000</b>	<b>331,980</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

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MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Maintenance and Operation of the City Street System  Varies to Varies  Operate and maintain the City street system including, but not limited to bridges, roadway, curbs, gutters, storm drainage and non-motorized pedestrian facilities such as sidewalks, trails, and bike paths.	WA-10025	06/26/19	06/26/19		1383	21		26.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2020		0		0	337,500	337,500
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>337,500</b>	<b>337,500</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	337,500	0	0	0	0
<b>Totals</b>	<b>337,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08		N Front Street Bridge Improvement/Replacement Project N. Front Street to Bridge Improvement/Replacement Project	WA-04526	06/13/18	06/13/18		1342	08	C G O P T W		EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	BR	167,700	WSDOT	27,300	0	195,000
P	CN	2023	BR	1,264,810	WSDOT	182,700	0	1,447,510
<b>Totals</b>				<b>1,432,510</b>		<b>210,000</b>	<b>0</b>	<b>1,642,510</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	195,000	0	0
CN	0	0	0	1,447,510	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>195,000</b>	<b>1,447,510</b>	<b>0</b>

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		N. 4th Street Pedestrian Crossing  E. Washington Avenue to E. Richmond Avenue Reconstruct a free-spand pedestrian footbridge across the Patit Creek.	WA-04540	06/13/18	06/13/18		1342	40	CG OPT W		EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	Ped/Bike Program	28,034	3,115	31,149
P	CN	2021		0	Ped/Bike Program	123,987	13,776	137,763
<b>Totals</b>				<b>0</b>		<b>152,021</b>	<b>16,891</b>	<b>168,912</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	31,149	0	0	0
CN	0	137,763	0	0	0
<b>Totals</b>	<b>0</b>	<b>168,912</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06		N. 5th Street Overlay Project N. 5th Street E. Main Street to Railroad Resurface street and install ADA Accessibility sidewalk system and non-motorized compatible facilities.	WA-04536	06/13/18	06/13/18		1342	05	C G O P T W	0.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0	TIB	28,700	3,100	31,800
P	CN	2024		0	TIB	214,700	21,400	236,100
<b>Totals</b>				<b>0</b>		<b>243,400</b>	<b>24,500</b>	<b>267,900</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	31,800
CN	0	0	0	0	236,100
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>267,900</b>



# Six Year Transportation Improvement Program From 2020 to 2025

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N Inside

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		N. Front Street Pedestrian/Bicycle Crossing Light Main Street/Highway 12 N. Front Street to Flour Mill Park Install a pedestrian/bicycle crossing light	WA-08991	06/13/18	06/13/18		1342	21	C O P S T W	0.050		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2024		0	WSDOT	78,129	0	78,129
<b>Totals</b>				<b>0</b>		<b>78,129</b>	<b>0</b>	<b>78,129</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	78,129
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78,129</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		N. Willow Street Reconstruction Project N. Willow Street W. Dayton Avenue to City Limits Reconstruct roadway.	WA-04533	06/26/19	06/26/19		1383	04	C G O P T W	0.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	TIB	47,520	5,280	52,800
P	CN	2023		0	TIB	427,680	47,520	475,200
<b>Totals</b>				<b>0</b>		<b>475,200</b>	<b>52,800</b>	<b>528,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	52,800	0	0	0
CN	0	0	0	475,200	0
<b>Totals</b>	<b>0</b>	<b>52,800</b>	<b>0</b>	<b>475,200</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		Residential Zone Alley Improvements Varies Varies to Varies Reconstruct alleyways.	WA-04535	06/13/18	06/13/18		1342	04	C G O P T W	9.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0		0	627,662	627,662
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>627,662</b>	<b>627,662</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	627,662	0	0	0
<b>Totals</b>	<b>0</b>	<b>627,662</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06		S. 4th Street Bicycle Lane Improvements S 4th Street Main Street to City Limits Create a non-motorized lane of travel in conjunction with motorized travel lanes	WA-08990	06/13/18	06/13/18		1342	28		4.500		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0	Ped/Bike Program	18,000	0	18,000
<b>Totals</b>				<b>0</b>		<b>18,000</b>	<b>0</b>	<b>18,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	18,000	0	0	0
<b>Totals</b>	<b>0</b>	<b>18,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06		S. 4th Street Reconstruction Project S. 4th Street E. Main Street to South City Limits Install sidewalks with ADA compliant ramping system and reconstruction street	WA-04532	06/26/19	06/26/19		1383	05	C G O P T W	1.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	TIGER	80,000		0	0	80,000
P	CN	2024	TIGER	797,000		0	0	797,000
<b>Totals</b>				<b>877,000</b>		<b>0</b>	<b>0</b>	<b>877,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	80,000	0
CN	0	0	0	0	797,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80,000</b>	<b>797,000</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Street/Safety Sign Replacement Program Various Various to Various Replace all street signs including street name and safety signs	WA-08995	06/26/19	06/26/19		1383	21	O			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2020		0		0	25,000	25,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>25,000</b>	<b>25,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	25,000	0	0	0	0
<b>Totals</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		Syndicate Hill Improvement Program  E. Main Street/Hwy 12 to City Limits Reconstruct various streets, construct new curbs, gutters, storm drainage system, install sidewalks with ADA accessibility systems.	WA-04543	06/13/18	06/13/18		1342	03	CG OPS TW	2.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	PWTF	273,400	0	273,400
P	CN	2022		0	PWTF	1,138,200	0	1,138,200
<b>Totals</b>				<b>0</b>		<b>1,411,600</b>	<b>0</b>	<b>1,411,600</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	273,400	0	0	0
CN	0	0	1,138,200	0	0
<b>Totals</b>	<b>0</b>	<b>273,400</b>	<b>1,138,200</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Touchet River Dike Mustard Ditch Bridge  to Reconstruct a pedestrian bridge with ADA and multi-use functions	WA-08993	06/13/18	06/13/18		1342	40		0.010		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	OTHER	20,000	0	20,000
P	CN	2024		0	OTHER	205,000	0	205,000
<b>Totals</b>				<b>0</b>		<b>225,000</b>	<b>0</b>	<b>225,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	20,000	0
CN	0	0	0	0	205,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>	<b>205,000</b>



# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Touchet River Levee Improvements Touchet River Dike Main Street to City Limits Implement levee improvements as required by Corps of Engineers	WA-08992	06/13/18	06/13/18		1342	21		2.250		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020		0		0	38,000	38,000
P	CN	2021		0		0	462,000	462,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	38,000	0	0	0	0
CN	0	462,000	0	0	0
<b>Totals</b>	<b>38,000</b>	<b>462,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Transportation Equipment Replacement  to Equipment replacement to effectively maintain and operate the City's transportation systems including, but not limited to roadway prism, storm drainage, curbs, gutters and non-motorized facilities such as sidewalks, trails, and bike paths.	WA-10023	06/26/19	06/26/19		1383	16			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2020		0		0	2,500,000	2,500,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	2,500,000	0	0	0	0
<b>Totals</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	9	Commercial Zone Alley Improvements Varies to Reconstruct alleyways.	WA-04534	06/13/18	06/13/18		1342	04	CG O P S T W	3.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	PWTF	20,250	0	20,250
P	CN	2024		0	PWTF	204,750	0	204,750
<b>Totals</b>				<b>0</b>		<b>225,000</b>	<b>0</b>	<b>225,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	20,250	0
CN	0	0	0	0	204,750
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,250</b>	<b>204,750</b>

# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Dayton

County: Columbia

MPO/RTPO: Palouse RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	14	N. 3rd Street Overlay Project N. 3rd Street E. Main Street to E. Dayton Avenue Install sidewalks with ADA Accessibility and resurface street from curb to curb.	WA-04539	06/26/19	06/26/19		1383	05	C G O P T W	0.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0	Ped/Bike Program	84,600	0	84,600
P	CN	2021		0	TIB	423,000	47,000	470,000
<b>Totals</b>				<b>0</b>		<b>507,600</b>	<b>47,000</b>	<b>554,600</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	84,600	0	0	0	0
CN	470,000	0	0	0	0
<b>Totals</b>	<b>554,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Dayton</b>	<b>3,555,290</b>	<b>13,984,380</b>	<b>9,607,463</b>	<b>27,147,133</b>

**RESOLUTION NO. 1383**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,  
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WATER QUALITY  
COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT WITH THE STATE OF  
WASHINGTON DEPARTMENT OF ECOLOGY TOTALING \$990,000 FOR THE  
WASTEWATER TREATMENT PLANT DESIGN PHASE**

**WHEREAS**, the City of Dayton, hereinafter referred to as "City", owns and operates a trickling filter wastewater treatment plant, referred hereinafter to as "WWTP"; and

**WHEREAS**, the WWTP discharges into the Touchet River year-round; and

**WHEREAS**, the Touchet River, which is a tributary of the Walla Walla River, is listed on the 303(d) list as impaired for temperature, pH, fecal coliform bacteria, polychlorinated biphenyls (PCBs), chlorinated pesticides, and dissolved oxygen; and

**WHEREAS**, the Touchet River/Walla Walla total maximum daily loads, hereinafter referred to as "TMDLs", requires the City removes wastewater discharge during critical water quality periods (May - October); and

**WHEREAS**, specific waste load allocations for nutrients, dissolved oxygen and pH levels during the critical water quality period were assigned to the City's WWTP and its NPDES permit; and

**WHEREAS**, said prescribed waste load allocations are too restrictive for compliance with current biological and chemical addition nutrient removal technologies used for sanitary wastewater; and

**WHEREAS**, more advanced systems would be cost-prohibitive to design, build and operate, the City proposes to eliminate discharge to the Touchet River during, at minimum, the critical water periods; and

**WHEREAS**, the City made application to the State of Washington Department of Ecology, hereinafter referred to as "DOE", for a competitive, low-interest rate Clean Water Act State Revolving Fund Forgivable Principal Loan on October 16, 2017 for the WWTP Design Project, hereinafter referred to as "Project";

**WHEREAS**, on January 19, 2018 the City received notice of a draft water quality funding offer from the DOE for the Project for a \$990,000 Forgivable Principal loan totaling \$990,000 contingent upon legislature's passage of the 2017-2019 Biennial

Capital Budget, that of which was passed January 2019; and

**WHEREAS**, Exhibit "A", State of Washington Department of Ecology Agreement No. WQC-2019-Dayton-00111, presents a binding agreement between DOE and the City for the Clean Water Act State Revolving Fund Forgivable Principal Loan for the Wastewater Treatment Plant Design Project; and

**WHEREAS**, City staff reviewed the CWSRF forgivable loan terms and conditions as provided by Agreement No. WQC-2019-Dayton-00111 and believe, to the best of their ability, the City is compliant with the terms and conditions to the satisfaction of DOE.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES** as follows:

**Section 1. Agreement.** The Mayor is authorized to execute on behalf of the City of Dayton the State of Washington Department of Ecology Agreement No. WQC-2019-00111 for the Wastewater Treatment Plant Design Project in the form attached hereto as Exhibit "A".

**Section 2. Implementation.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3. Effective Date.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF DAYTON

\_\_\_\_\_  
Zac Weatherford, Mayor

Attest/Authenticate:

\_\_\_\_\_  
Trina Cole, City Administrator



## Agreement No. WQC-2019-Dayton-00111

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF DAYTON

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 Dayton, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	Wastewater Treatment Plant Design
Total Cost:	\$990,000.00
Total Eligible Cost:	\$990,000.00
Ecology Share:	\$990,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/19/2018
The Expiration Date of this Agreement is no later than:	12/31/2022
Project Type:	Wastewater Facility

#### Project Short Description:

This project improves water quality in the Touchet River through design of a new wastewater treatment plant (WWTP) in Dayton, Washington. This project removes discharge of wastewater to the Touchet River as required by the Touchet River/Walla Walla total maximum daily loads (TMDL)s. The Touchet River is listed for temperature, pH, fecal coliform bacteria and dissolved oxygen.

#### Project Long Description:

The RECIPIENT owns and operates a trickling filter plant that discharges to the Touchet River year round. The plant has been upgraded multiple times, with a major plant upgrade in 2000 to add capacity to ensure nitrification and to install ultraviolet disinfection.

The Touchet River, which is a tributary of the Walla Walla River, is listed on the 303(d) list as impaired for temperature,

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

pH, fecal coliform bacteria, polychlorinated biphenyls (PCBs), chlorinated pesticides, and dissolved oxygen. Specific waste load allocations for nutrients, dissolved oxygen, and pH levels during the critical water quality period (May-October) were assigned to the RECIPIENT's wastewater plant. The allocations are too restrictive for compliance with current biological and chemical addition nutrient removal technologies used for sanitary wastewater. Other more advanced systems would be cost-prohibitive to design, build, and operate. The RECIPIENT proposes to eliminate discharge to the Touchet River during the critical water quality periods, and likely, for the entire year.

Overall Goal:

Design a new WWTP that will eliminate effluent discharge to the Touchet River between the months of May through October and possibly year round. The design effort will include plans, specifications, cost estimates, easement acquisition, and environmental and cultural resource review and documentation.



Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

**RECIPIENT INFORMATION**

Organization Name: City of Dayton

Federal Tax ID: 91-6001243  
 DUNS Number: 958903171

Mailing Address: 111 S. 1st Street  
 Dayton, 138 99328

Physical Address: 111 S. 1st Street  
 Dayton, Washington 99328

Organization Email: info@daytonwa.com

**Contacts**

<p><b>Project Manager</b></p>	<p>Trina Cole                  City Administrator</p> <p>111 S. 1st Street                  Dayton, Washington 99328                  Email: tcole@daytonwa.com                  Phone: (509) 382-2361</p>
<p><b>Billing Contact</b></p>	<p>Trina Cole                  City Administrator</p> <p>111 S. 1st Street                  Dayton, Washington 99328                  Email: tcole@daytonwa.com                  Phone: (509) 382-2361</p>
<p><b>Authorized Signatory</b></p>	<p>Trina D Cole                  City Administrator</p> <p>111 S. 1st Street                  Dayton, Washington 99328                  Email: tcole@daytonwa.com                  Phone: (509) 382-2361</p>

Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

**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**

<p><b>Project Manager</b></p>	<p>Cynthia Wall</p> <p>4601 N Monroe Street                  Spokane, Washington 99205-1295                  Email: cywa461@ecy.wa.gov                  Phone: (509) 329-3537</p>
<p><b>Financial Manager</b></p>	<p>Jeanna Ridner</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: jmac461@ecy.wa.gov                  Phone: (360) 407-6533</p>

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

**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 Dayton

By: \_\_\_\_\_

By: \_\_\_\_\_

Heather R. Bartlett  
Water Quality  
Program Manager  
Date

Trina D Cole  
City Administrator  
Date

Template Approved to Form by  
Attorney General's Office

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

Craig George

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Mayor

Date

Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$20,000.00**

Task Title: Project Administration/Management

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; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT 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, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Trina Cole, Clerk-Treasurer

**Project Administration/Management**

**Deliverables**

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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$885,000.00

Task Title: Project Design

### Task Description:

- A. The RECIPIENT will procure engineering services in accordance with state and federal law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will design the new wastewater treatment plant selected as the preferred alternative in the facility plan. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:
1. Design of a land treatment facility with treatment lagoons and storage.
  2. Gravity sewer extension.
- C. The plans and specifications, construction contract documents, and addenda will be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings will be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.
- D. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.
- E. The RECIPIENT will submit documentation to ECOLOGY to facilitate cultural resources review. Costs incurred for construction activities that occur before cultural resources review will not be eligible for reimbursement.
- F. The RECIPIENT will prepare a SERP packet including documentation to facilitate environmental review.

### Task Goal Statement:

Prepare SERP packet or NEPA Environmental Assessment and cultural review documentation for construction of proposed improvements.

### Task Expected Outcome:

Approved SERP packet or NEPA Environmental Assessment and cultural review documentation for the proposed project.

Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

Recipient Task Coordinator: Jake Hollopeter P.E., AP

**Project Design**

**Deliverables**

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft and final design.	
2.3	Investment Grade Efficiency Audit documentation.	
2.4	Cultural resources review documents.	
2.5	SERP packet.	

Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

**SCOPE OF WORK**

Task Number: 3 **Task Cost:** \$85,000.00

Task Title: Easement Preparation

Task Description:

A. The RECIPIENT will prepare easement documents allowing access to private property for construction of the proposed sewer main alignment and access to the new WWTP site.

B. Eligible costs under this task are limited to the work required to prepare and execute the easements.

Task Goal Statement:

The RECIPIENT will complete and execute easements required for sewer main alignment and access to new WWTP property.

Task Expected Outcome:

Required documentation needed for securing easements completed.

Recipient Task Coordinator: Jake Hollopeter, P.E., AP

**Easement Preparation**

**Deliverables**

Number	Description	Due Date
3.1	Executed easement documents	







Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

<b>SRF Loan</b>	<b>Task Total</b>
Project Administration/Management	\$ 10,000.00
Project Design	\$ 442,500.00
Easement Preperation	\$ 42,500.00

**Total: \$ 495,000.00**

Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

### **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 Forgivable Principal	0.00 %	\$ 0.00	\$ 495,000.00	\$ 495,000.00
SRF Loan	0.00 %	\$ 0.00	\$ 495,000.00	\$ 495,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 990,000.00</b>	<b>\$ 990,000.00</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.

“Defease” 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.

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

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

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

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

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

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

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

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

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

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

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

“Loan Fund” means the special fund 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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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:
- 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.
  - 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.
  - 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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

ECOLOGYS 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 ECOLOGYS Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.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 ECOLOGYS 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 ECOLOGYS 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 ECOLOGYS 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 of this project 18 months from the effective date of this agreement. ECOLOGYS 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.**



Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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.
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 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.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

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

C. 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.

#### 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://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

this noncompliance.

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

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally 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
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

which would cause a violation of any covenant, condition, or provision herein.

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

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

**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:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

**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 No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

#### 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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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 DEPARTMENT.

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



Agreement No: WQC-2019-Dayton-00111  
 Project Title: Wastewater Treatment Plant Design  
 Recipient Name: City of Dayton

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.

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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 executives using the FFATA Data Collection Form. tc

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

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

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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 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. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts 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:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing 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 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 archeological or historic resources are found while conducting work under this Agreement:
    - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
  - d) If any human remains are found while conducting work under this Agreement:

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

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

#### 5. COMMUNICATION

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

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to 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 Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.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.

#### 7. COMPLIANCE WITH ALL LAWS

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

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all 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.

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

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

#### 8. CONFLICT OF INTEREST

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

#### 9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 10. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

#### 11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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.

## 12. GOVERNING LAW

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

## 13. INDEMNIFICATION

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

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

## 14. INDEPENDENT STATUS

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

## 15. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by 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"; and (f) the General Terms and Conditions.

#### 18. 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.

#### 19. PROGRESS REPORTING

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

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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.

## 21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

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

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



Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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.

## 22. RECOVERY OF FUNDS

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

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

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

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

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

## 23. SEVERABILITY

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

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 25. SUSPENSION

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

## 26. SUSTAINABLE PRACTICES

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

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

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

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

## 27. TERMINATION

- a) For Cause

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

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/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. 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

Agreement No: WQC-2019-Dayton-00111  
Project Title: Wastewater Treatment Plant Design  
Recipient Name: City of Dayton

prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

**28. THIRD PARTY BENEFICIARY**

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

**29. WAIVER**

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