



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, October 14, 2024
7:30 PM

Location

Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

To join this meeting using your phone: +1 (646) 749-3112 Access Code: 201-632-365 (Press *6 to speak)

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
 1. Request to schedule Pre-Budget Workshop.
- CRCDA Representative

6. PUBLIC HEARINGS

- a. Purpose: To review estimated revenue sources for the 2025 current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2025. The public is invited to present testimony on this issue. (page 3-5)

7. CONSENT AGENDA

- a. Approve the September 2024 invoices as described in the Fund Transaction Summary Report in the amount of \$623,928.66. (page 6-7)

8. OLD BUSINESS

- a. Public Agency Participating Agreement with Washington State Department of Transportation for installation of conduits and j-boxes within the northern pedestrian barrier on SR411 Bridge. Cost to City is \$30,000. Funding by Transportation Benefit District was previously approved by Council on September 9, 2024. (page 8-20)

9. NEW BUSINESS

- a. Grant Agreement with Washington State Department of Ecology ("DOE") for the Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection Project. Grant in the amount of \$247,000 with City match in the amount of \$13,000 for a total project cost of \$260,000. Request includes to authorize the Public Works Director to sign the agreement with DOE. (page 21-61)
- b. Special Event Permit #2024-0010; Castle Rock Community Development Alliance (CRCDA) - Halloween Jamboree; October 27, 2024 between 1:00 PM and 6:00 PM; Street closures include Cowlitz St W from Huntington Ave to stop sign located near Castle Rock Library, Front Ave from A Street SW to Jackson St NW, and 1st Ave SW; Insurance has been received.
- c. Ordinance No. 2024-08, an ordinance fixing the amount to be raised by Ad Valorem taxes for the 2025 budget, on first reading. (page 4-5; 75)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>4Q24</u>	<u>1Q25</u>	<u>2Q25</u>	<u>3Q25</u>
October 14	January 13	April 14	July 14
October 28	January 27	April 28	July 28
Tuesday, November 12	February 10	May 12	August 11
November 25	February 24	Tuesday, May 27	August 25
December 09	March 10	June 09	September 08
December 23	March 24	June 23	September 22

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

**CITY OF CASTLE ROCK
PUBLIC HEARING NOTICE**

The Castle Rock City Council will hold a public hearing during the regular meeting of the Castle Rock City Council on Monday, October 14, 2024 starting at 7:30 PM. The City Council meetings are conducted at the Castle Rock Senior Center, 222 Second Avenue SW, Castle Rock, Washington. Details for joining the meeting virtually are below and will be published with an online agenda on October 11, 2024 at ci.castle-rock.wa.us under 'Government', 'Council Agendas & Minutes'. Public Comment can be submitted in advance to ccuttonaro@ci.castle-rock.wa.us.

Please click this link to join the webinar: <https://global.gotomeeting.com/join/201632365>.
To join by phone, please dial 1 (646) 749-3112 and enter the Access Code 201-632-365.

The purpose of this meeting will be to review revenue sources for the following year's current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2025. The public is invited to present testimony on this issue. For more information contact Carie Cuttonaro, Clerk-Treasurer, at City Hall, (360) 274-8181 or ccuttonaro@ci.castle-rock.wa.us.

Published: The Daily News – October 3, 2024



Cowlitz County Assessor
Preliminary Report of Value for **City of Castle Rock**
for Taxes to be Collected in 2025
Report prepared 9/26/2024

This is a preliminary estimate.

New construction value is included, however state-assessed utility values have not been received and valuation appeals to the BOE are pending. **ALL FIGURES ARE SUBJECT TO CHANGE UNTIL THE ROLLS ARE CERTIFIED.**

HIGHEST LAWFUL LEVY CALCULATION:

$$\text{Highest lawful levy since 1985: } \frac{433,535}{\text{Limit Factor}} \times \frac{101.000\%}{\text{New Limit with Increase}} = 437,870$$

Allowance for New Construction:

$$\frac{1,149,540}{\text{New Const AV}} \times \frac{1.5677902206}{\text{Last Year's Levy Rate}} \div \$1,000 = \frac{1,802}{\text{Allowance for New Construction}}$$

Allowance for any increase in State Assessed Value:

$$\frac{\text{Increase (if any)}}{\text{Last Year's Levy Rate}} \div \$1,000 = \frac{0}{\text{Allowance for State Assd Increase}}$$

Additional levy capacity due to annexation:

$$\frac{0}{\text{Annexed Area's AV}} \times \frac{0.000000}{\text{Annexation factor}} \div \$1,000 = \frac{0}{\text{Allowance for Annexation}}$$

$$\text{Regular Property Tax Limit, including Annexations: } \frac{439,673}{\text{Regular Levy Limit}}$$

Statutory Rate Maximum:

$$\frac{299,749,057}{\text{AV of District}} \times \frac{2.368456}{\text{Statutory Rate Limit}} \div \$1,000 = \frac{709,943}{\text{Statutory Max Limit}}$$

\$3.60 less estimated Fire #6 rate

ESTIMATED HIGHEST LAWFUL LEVY for 2025 Payable: 439,673

REFUND LEVY

As provided in RCW 84.69.180, a taxing district may levy for refunds paid to taxpayers, plus an amount for abated or cancelled taxes, offset by supplemental taxes (see WAC 458-19-085 for details). Although a refund levy is outside of the Regular Levy Limit, the final district levy rate cannot exceed the Statutory Maximum Limit.

For the 12-month period 08/01/2023 - 07/31/2024

Amount Eligible for Refund Levy: 27

** If the district intends to levy for a refund, it must be included as a separate line item on the district's Levy Certification.*

ASSESSED VALUE

\$ 299,749,057 Preliminary Assessed Value for Tax Collection in 2025

Preparing a Resolution/Ordinance to Increase the District Levy

If a taxing district intends to increase its levy over the prior year, or it would like to bank the increased levy capacity for future levy calculations, in addition to providing a Levy Certification the district must prepare a separate ordinance or resolution stating the dollar and percent increase over the prior year's actual levy. This section is intended as a template to assist districts in the preparation of such a document.

Step 1 - ENTER the total desired LEVY (dollar amount) for the CURRENT year:

439,673

Step 2 - SUBTRACT the following:

New Const allowance (from above) -1,802

State Assd allowance (from above) 0

Annexation allowance (from above) 0

*** Last Year's ACTUAL LEVY 433,535**

This is the DOLLAR INCREASE from last year: 4,336

Step 3 - Divide the Dollar Increase by Last Year's Actual Levy

Move the decimal two places to the right to convert to percentage, for example 0.01 = 1.00%

This is the PERCENT INCREASE from last year: 1.00%

** WAC 458-19-085 The base for computing the following year's levy limit does not include the refund levy amount.*

Comparison of General Fund Revenue to Establish Ad Valorem Taxes for 2025

Revenue Comparison

Year	2021		2022		2023		2024		2025
	2021	2021	2022	2022	2023	2023	2024	2024	2025
Sum of Actual	Column Labels		Column Labels		Column Labels		Column Labels		Column Labels
Row Labels	Actuals	Final Budget	Actuals	Final Budget	Actuals	Final Budget	Actuals (Jan-Sep)	Current Budget	Estimated Budget
Charges for Services	1,606.84	2,130.00	7,353.28	2,140.00	11,905.78	2,130.00	2,322.86	10,250.00	10,190.00
Court Fines	18,957.73	21,500.00	9,974.94	18,000.00	9,224.22	12,000.00	9,395.64	12,000.00	12,500.00
Grants	333,940.32	334,891.00	323,108.28	329,278.00	4,217.42	8,537.00	1,412.31	9,000.00	3,630.00
Interfund Transfer	36,932.73	72,298.00	46,008.04	96,279.00	124,738.54	189,941.00	41,451.65	137,617.00	109,167.00
Intergovernmental Revenue	123,912.43	107,650.00	113,658.87	103,150.00	112,291.51	108,300.00	97,915.92	117,250.00	118,000.00
License Fees & Franchises	49,008.49	34,020.00	51,417.72	46,040.00	53,107.63	50,665.00	39,618.16	53,825.00	53,075.00
Miscellaneous Revenue	33,148.79	26,761.00	23,108.26	5,511.00	98,937.47	51,671.00	41,792.53	11,411.00	12,011.00
Non-Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Revenues/Local Loan	38,357.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Planning/Development	69,716.54	42,000.00	31,808.76	45,800.00	52,333.89	115,800.00	83,057.52	115,800.00	122,300.00
Taxes	1,545,226.37	1,445,365.00	1,655,482.35	1,546,510.00	1,634,265.28	1,605,540.00	1,190,725.92	1,614,690.00	1,638,960.00
Grand Total	2,250,807.41	2,086,615.00	2,261,920.50	2,192,708.00	2,101,021.74	2,144,584.00	1,507,692.51	2,081,843.00	2,079,833.00

Expenditure Comparison

	2021		2022		2023		2024		2025
	2021	2021	2022	2022	2023	2023	2024	2024	2025
	Actuals	Final Budget	Actuals	Final Budget	Actuals	Final Budget	Actuals (Jan-Sep)	Current Budget	Estimated Budget
Expenditure	1,862,479.56	2,031,812.00	1,717,028.31	1,826,909.00	2,134,944.36	2,413,559.00	1,626,699.29	2,701,407.00	2,469,213.00
Revenue	2,250,807.41		2,261,920.50		2,101,021.74		1,507,692.51	2,081,843.00	2,079,833.00
Expenditure	1,862,479.56		1,717,028.31		2,134,944.36		1,626,699.29	2,701,407.00	2,469,213.00
Difference	388,327.85		544,892.19		(33,922.62)		(119,006.78)	(619,564.00)	(389,380.00)
Cumulative (Actuals)	646,465.78		1,191,357.97		1,157,435.35		1,038,428.57	(619,564.00)	649,048.57

As of this date, 10/14/2024, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#1099-9/2024	6,999.00	9/11/2024
Adjustment/EFT	EFT#1100-9/2024	101,396.00	9/27/2024
Adjustment/EFT	EFT#1101-9/2024	217.85	9/4/2024
Adjustment/EFT	EFT#1102-9/2024	135.00	9/16/2024
Adjustment/EFT	EFT#1103-9/2024	10,058.68	9/24/2024
Claims	Check # 55559 - Voided	(553.94)	9/12/2024
Claims	Check 55611 - 55613	1,173.40	9/12/2024
Claims	Check 55614	1,209.70	9/19/2024
Claims	Check 55615	955.63	9/30/2024
Claims	Check 55616 - 55687	276,149.36	9/30/2024
		<u>397,740.68</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 1435181	24,150.00	9/16/2024
Mid-Month Draw	Taxes	5,250.00	9/16/2024
Mid-Month Draw	Check		
EOM Payroll	Nacha # 1447562	76,076.24	9/30/2024
EOM Payroll	Check 26723 - 26737	86,061.79	9/30/2024
EOM Payroll	Taxes	34,649.95	9/30/2024
Uniform Allowance	Check		
Uniform Allowance	Taxes		
Voided Payroll Check # 26699			
Accrued - Quarterly Payroll Tax - L&I			
Accrued - Quarterly Payroll Tax - ESD			
Accrued - Quarterly Payroll Tax - PFML			
Accrued - Quarterly Payroll Tax - WA CARES			
		<u>226,187.98</u>	

TBD Expenditures

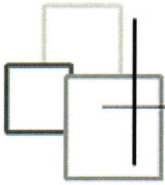
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#		
Adjustment/EFT	EFT#		
Claims	Check		
Claims	Check	-	
		<u>-</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	623,928.66	9/1/2024 - 9/30/2024
Fund Transaction Summary Report	<u>623,928.66</u>	
Balance Check (s/b -0-)	-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2024 - Sep - Oct - City Council

System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$180,703.86
100	Street Fund	\$24,037.83
115	Building Code Account Fund	\$3,259.60
120	Visitor Center Fund	\$1,532.81
130	Library Fund	\$388.94
145	Local Criminal Justice Fund	\$222.91
170	DOT Spoil Site Fund	\$3,323.05
180	Public Works Vehicle Replacement	\$10,485.70
320	Street Construction Capital Fund	\$63,583.21
400	Water/Sewer Operating Fund	\$225,524.15
410	Regional Water System Fund	\$47,395.62
420	Stormwater Management Fund	\$10,352.30
435	Muni Water Capital Improvement	\$31,104.13
470	Muni Sewer Capital Imprv Reserve	\$18,261.19
475	Boat Launch Facility Fund	\$3,018.10
634	State Custodial Pass-Thru Fund	\$735.26
Count: 16		\$623,928.66



Public Agency Participating Agreement Work by WSDOT — Actual Cost		Public Agency Name & Address City of Castle Rock P.O. Box 370 Castle Rock, WA 98611	
Agreement Number GCC 1064		Section/Location SR 411 MP 12.37 to 12.44 / Castle Rock / Cowlitz County	
State Route 411	Control Section Number 0834	Plans, Specifications and Cost Estimates (PS&E) for Work by Public Agency?	☐ Yes ☒ No
Region Southwest		PS&E Due Date: NA	
Advance Payment Required? ☐ Yes ☒ No		Description of Work: SR 411/Cowlitz River Bridge - Replace Bridge Deck Install conduit and mini junction boxes for future use by the Agency to install pedestrian lighting.	
Advance Payment Amount \$0.00			
WSDOT REPRESENTATIVE		PUBLIC AGENCY REPRESENTATIVE	
Name: Pedro Reyes		Name: David Vorse	
Title: Kelso Area Engineer		Title: Public Works Director	
Address: WSDOT - Kelso Area Engineering Office 2400 Talley Way Kelso, WA 98626		Address: City of Castle Rock P.O. Box 370 Castle Rock, WA 98611	
Email Address: pedro.reyes@wsdot.wa.gov		Email Address: crpwd@ci.castle-rock.wa.us	
Phone: 360-442-1346		Phone: 360-274-7478	

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental entity (Agency), hereinafter collectively referred to as the "Parties" and individually as the "Party."

Recitals

1. WSDOT is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the Agency has requested that WSDOT perform certain work for the Agency as described above under Description of Work and/or further described in Exhibit B, (Work).
2. It is deemed to be in the public's best interest for WSDOT to include the requested Work in WSDOT's construction contract for the state route improvement.
3. The Agency is obligated for the cost of the Work described herein.
4. WSDOT is prohibited from the costs of mitigating utilities without a real property right under chapter 47.44 RCW

Now Therefore, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof, it is mutually agreed as follows:

1. Plans, Specifications, and Cost Estimates

- 1.1 WSDOT, on behalf of the Agency, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the Agency. The combination of the Agency's Work and WSDOT's improvements hereinafter constitute the Project.
- 1.2 If indicated in the above heading, the Agency shall provide WSDOT with plans, specifications and cost estimates (PS&E) for the Work.
 - 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the Agency's standards, if applicable and specified by the Agency. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
 - 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, WSDOT, at its sole discretion, may proceed without the Agency Work included with WSDOT's improvements. The Agency agrees to reimburse all WSDOT costs incurred up to and as a result of the Agency's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 WSDOT will incorporate the Agency's Work or Work PS&E into WSDOT's PS&E for WSDOT's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. WSDOT will document WSDOT-performed engineering design work required to incorporate the Work or Work PS&E into WSDOT's PS&E (Design Documentation). WSDOT shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. WSDOT will provide the Agency with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 WSDOT will provide the Agency with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The Agency will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide WSDOT with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the Agency shall include the reasons for conditional approval or rejection. The Agency may request an extension of time in writing, provided that WSDOT receives the written request not later than fifteen (15) working days after the Agency has received the Ad ready PS&E. WSDOT shall provide a written response, indicating the number of working days extended, if any.
- 1.5 If WSDOT does not receive the Agency's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if WSDOT cannot accept the Agency's condition(s) of approval, or if the Agency has not acquired all right of way and permits required to construct, maintain, and operate the Work, WSDOT may, at its sole discretion, delete the Work from the Project and advertise WSDOT's improvements. The Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with either WSDOT or Agency deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. Bid, Award, and Cost Adjustments

- 2.1 WSDOT will advertise the Project for bids. WSDOT will be the Agency's representative during the Ad and Project contract award period. When requested by WSDOT, the Agency shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through WSDOT.
- 2.2 If the Agency is responsible for preparing the Work PS&E, the Agency agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 WSDOT shall provide the Agency with written notification of the bid price for the Work. The Agency shall have five (5) working days from the date of written notification to provide WSDOT written approval of the bid price for the Work, or request the Work be deleted from the Project. The Agency may request an extension of time in writing, provided that WSDOT receives the written request not later than five (5) working days after the Agency has received the written notification. WSDOT shall provide a written response indicating the number of working days extended, if any.
- 2.4 The Agency acknowledges that if it fails to provide WSDOT with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, WSDOT shall delete the Work from the Project. In this event, the Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with deleting the Work from the Project. The Agency understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the Agency approves the bid price for the Work and WSDOT does not award or execute the Project contract, but thereafter re-advertises the Project for bids, WSDOT agrees to pay all WSDOT costs to re-advertise the Project. The Agency agrees that WSDOT is not responsible for increased bid prices or delay to the Work or other impacts to the Agency resulting from re-advertising the Project.
- 2.6 If the Agency approves the bid price for the Work and WSDOT does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The Agency agrees that WSDOT is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the Agency resulting from not awarding the Project.

3. Construction

- 3.1 WSDOT will be the Agency's representative during construction and will act as owner in the administration of the contract for the Work. WSDOT will designate a WSDOT Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The Agency may consult with and inquire of WSDOT Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The Agency shall not provide direction, directly or indirectly, to WSDOT's contractor. All formal contacts between the Agency and the contractor shall be through WSDOT's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, WSDOT shall consult with the Agency on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The Agency may inspect the Work. Any costs for such inspection shall be borne solely by the Agency. All contact between said inspector and the contractor shall be only through WSDOT's inspector or WSDOT's representative.

- 3.5 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, as directed by WSDOT's Construction Manual. Once the Agency has accepted the Work per Section 5, WSDOT will provide one reproducible set of as-built plans to the Agency within thirty (30) working days.

4. Contract Changes

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. WSDOT shall process change orders for all changes affecting the Work in the manner set forth in the WSDOT Construction Manual (M41-01) current edition, Approval of Changes/Checklist, Change Order Checklist (DOT Form 422-003) .
- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.
- 4.3 The Agency authorizes WSDOT to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The Agency agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 WSDOT will advise the Agency of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The Agency may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the Agency before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Agency agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 WSDOT will make available to the Agency all change order documentation related to the Work.
- 4.8 In the event it is determined that the Agency does not have sufficient funds to complete the Work, WSDOT and the Agency shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and WSDOT will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The Agency agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. Acceptance

- 5.1 Prior to Work acceptance, WSDOT and Agency will perform a joint final inspection. The Agency agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by WSDOT, to deliver a letter of acceptance to WSDOT which shall include a release of WSDOT from all future claims or demands of any nature resulting from the performance of the Work and WSDOT administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

5.2 If a letter of acceptance is not received by WSDOT within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the Agency, the Work and WSDOT administration thereof shall be considered accepted by the Agency, and WSDOT shall be released from all future claims and demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

5.3 The Agency may withhold its acceptance of the Work by submitting written notification to WSDOT within ten (10) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. Payment

6.1 The Agency, in consideration of the faithful performance of the Work performed by WSDOT and its contractor, agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.

6.2 WSDOT shall provide detailed invoices to the Agency for the Work performed by WSDOT and its contractor or for costs incurred under this Agreement, and the Agency agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

6.3 In the event the Agency entity fails to make payment by the due date of the invoice, WSDOT may charge interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. If interest is charged, it will be calculated from the Due Date to the date of payment.

6.4 The Agency agrees that if it does not make payment within ninety (90) days after receipt of an invoice, WSDOT may deduct and expend any monies to which the Agency is entitled to receive from the Motor Vehicle Fund.

6.5 Advance Payment: If an advance payment is indicated above as a requirement, the Agency agrees to pay WSDOT the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the Cost Estimate and covers costs incurred by WSDOT in the initial stages of the Work. The advance payment will be carried throughout the life of the Agency's cost obligations, with final adjustment made in the final invoice.

6.6 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than zero (0) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. Right of Entry

7.1 The Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Agency has an interest for the purpose of constructing the Project.

7.2 Where applicable, the Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Agency has an interest for WSDOT to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to WSDOT, if any, that are constructed within the Agency's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. Claims

8.1 Claims for Additional Payment:

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, WSDOT will immediately notify the Agency of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

- 8.1.2 The Agency shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of WSDOT in administering the Work.
- 8.1.3 The Agency shall have the right to review and comment on any settlement for claims associated with the Work. However, WSDOT shall have the ultimate right to settle such claims. In the event the Agency does not agree with the claim settlement as negotiated by WSDOT, the Agency shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the Agency and WSDOT on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.10.
- 8.1.4 If WSDOT agrees, the Agency may defend contractor claims associated with the Work at its own cost, and in doing so, the Agency agrees to pay any resulting settlement, court judgment or arbitration award. WSDOT will cooperate with the Agency in the Agency's defense of the claims. The Agency agrees to reimburse any WSDOT costs, including attorney's fees, incurred in providing such assistance in accordance with Section 6.
- 8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the Agency's right of way, the Agency shall defend such claims and indemnify and hold harmless WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.
- 9. Ownership, Operation, and Maintenance**
- 9.1 Upon acceptance of the Work as provided in Section 5, the Agency shall be the sole owner of that portion of the Work located within the Agency's right of way, and the Agency shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to WSDOT.
- 9.2 WSDOT facilities constructed on Agency right of way, if any, as identified in Section 7.2 shall be owned by WSDOT, and WSDOT shall be responsible for the operation and maintenance of such facilities at WSDOT's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.
- 10. Utility Mitigation**
- 10.1 The Parties agree that should there be any utilities in conflict with the work, which are located within the Agency's jurisdiction, they shall be identified in a timely manner that does not delay the work. The Parties agree to work together in good faith to identify all utilities in conflict with the work. The Agency shall develop a utility listing of all facilities in conflict with the work and include the mode of occupation or accommodation for each utility, including but not limited to a franchise, permit, lease, easement, etc. The Parties agree to work together to conduct a thorough utility conflict analysis. Further, the Agency agrees that they shall adequately mitigate all utilities so as to not be in conflict with the work, including temporary or permanent relocation. This includes mitigating all utilities who occupy the underlying right-of-way via franchise, permit, ordinance, lease, easement, or any other mode of occupation, in a timely manner that does not delay the work.
- 10.2 State law prohibits WSDOT from expending any funds to mitigate a utility conflict unless the utility's facilities occupy the underlying right-of-way via a compensable, real property interest, such as an easement. WSDOT does not recognize Agency issued franchises, permits, ordinances, or other similar accommodation agreements issued by Agency as instruments that convey a compensable, real property interest to a utility. WSDOT, at its sole discretion, reserves the right to alter, de-scope or terminate any of the work within the Agency's jurisdiction at any time if the terms of this section are not satisfied.
- 11. General Provisions**
- 11.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

- 11.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.
- 11.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 11.4 Termination: Neither WSDOT nor the Agency may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
- 11.4.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
- 11.4.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 11.5 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.
- 11.6 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 11.7 Indemnification: Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.
- The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- This indemnification and waiver will survive the termination of this Agreement.
- 11.8 Acceptance of Liability: The Agency agrees and accepts full liability for (1) the PS&E provided for the Work to WSDOT, if any; and (2) for any Work the Agency has provided direction to WSDOT to design and/or construct outside WSDOT's right of way and/or WSDOT's jurisdiction that does not meet WSDOT standards. This section shall survive the termination of this Agreement.
- 11.9 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 11.10 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

- 11.11 **Venue:** In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 11.12 **Audits/Records:** All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 11.13 **Term of Agreement:** Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the Agency pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 11.14 **Working Days:** Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.
- 11.15 **All Writings Contained Herein:** This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
- 11.16 **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via email in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Washington State Department of Transportation	Public Agency
By: _____	By: _____
Printed: <u>Mike Briggs, PE</u>	Printed: _____
Title: <u>Construction Engineer</u>	Title: _____
Date: _____	Date: _____

Agreement No. GCC 1064

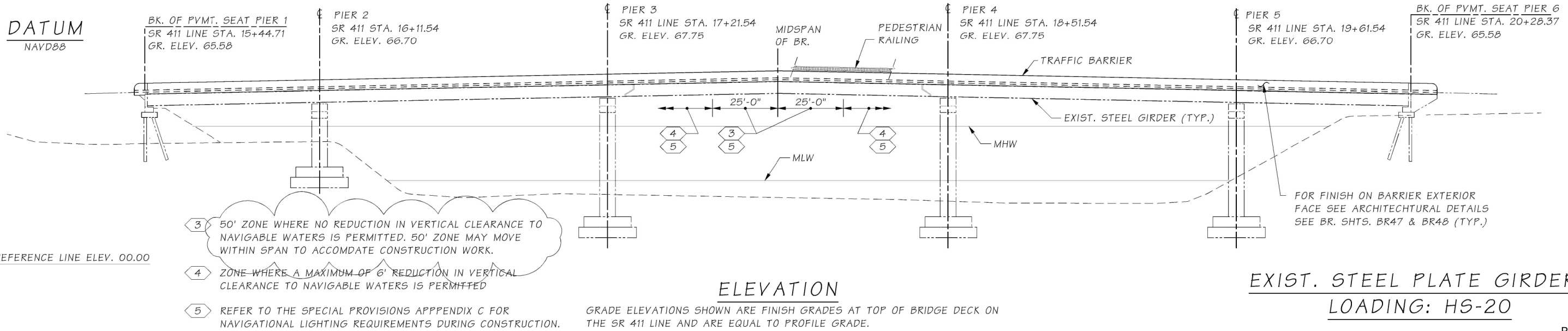
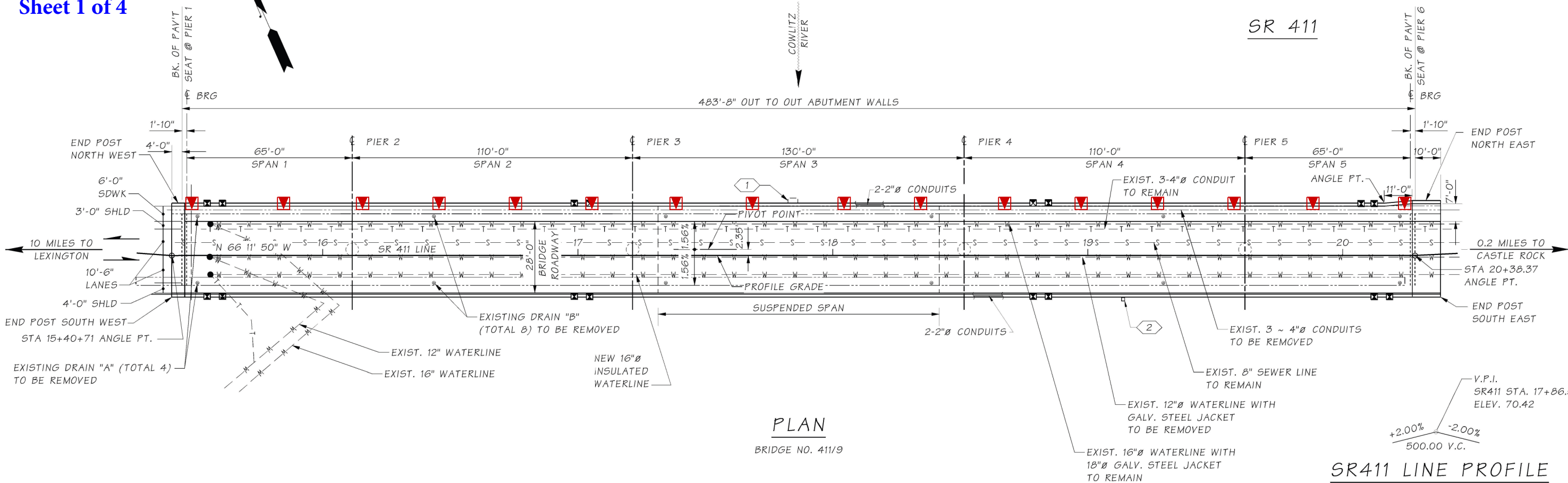
Exhibit A - Cost Estimate

STD. ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
6904	CO 52 Bridge Illumination CITY	LS	\$26,626.43	1	\$ 26,626.43
Subtotal:					\$ 26,626.43
Indirect Cost Rate 12.67% (of Subtotal) (See Note 1)					\$3,373.57
TOTAL Amount:					\$ 30,000.00

Note 1: Current Indirect Cost Rate is 12.67% and is applicable through June 30, 2025.

S.E. 1/4 SEC. 10 T.9N., R. 2W. W.M.
CITY OF CASTLE ROCK

- 1
- EXISTING USGS SEDIMENT SAMPLER - TO BE REMOVED AND REINSTALLED SEE BR. SHT. BR52
- 2
- EXISTING USGS WWG SAMPLER TO BE REMOVED AND REINSTALLED ON NORTH SIDE SEE BR. SHT. BR52



SR 411 FILE NO. SHEET 0

Bridge Design Engr.	Khaleghi, B	M:\Z-Team\BR 411-9 DECK REPLACEMENT\window files\ADD 1 LAYOUT.WND									
Supervisor	Zeidenrust, RP										
Designed By	Bedi, G	08/22			REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS		
Checked By	Pawelka, M	09/22			10	WASH.					
Detailed By	Evans, A	08/22			JOB NUMBER 21X326						
Bridge Projects Engr.					CONTRACT NO.						
Prelim. Plan By		09/22	ADD #3 - REVISE NOTES	GS	RPZ						
Architect/Specialist		DATE	REVISION	BY	APPD						

Wed Sep 07 15:37:52 2022

SEE SHEET CTA3
DATE:

BRIDGE AND STRUCTURES OFFICE

SEE SHEET CTA3
DATE:

SR 411
COWLITZ RIVER BRIDGE
REPLACE BRIDGE DECK
COWLITZ RIVER BRIDGE NO. 411/9

LAYOUT

Plot 1
BRIDGE SHEET NO.
BR1

SHEET 30 OF 99 SHEETS



1 1/4" Ø CONDUIT PIPE

6'-0" SIDEWALK

10 1/2" 4"

FOR PEDESTRIAN RAILING ANCHORAGE DETAILS SEE BR. SHT. BR49 & BR50 (TYP.)

B4 #6 CONTINUOUS WITH 3'-8" MIN. SPLICE

B3 #4 CONTINUOUS

B2 #4

S3 #5

B3 #4 CONTINUOUS WITH 2'-0" MIN. SPLICE (TYP.)

FOR FINISH ON BARRIER EXTERIOR FACE SEE ARTITECHTURAL DETAIL SEE BR. SHTS. BR47 & BR48

CONST. JOINT WITH ROUGHENED SURFACE

S4 #4

1'-2 1/2"

1'-6"

3/4" CHAMFER OR 1/2" ROUND DRIP GROOVE (TYP.)

FORMED BARRIER EDGE

BRIDGE DECK REINFORCEMENT (TYP.)

5"

USE 3/4" EDGER

TOP OF BRIDGE DECK

-0.02'/FT

2'-8" * VERTICAL

2" Ø CONDUIT PIPE

B1 #5

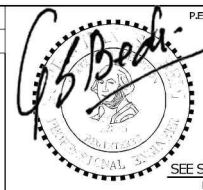
#4 ∇ @ 1'-6" MAX. (TYP.)

#4 ∇ @ 1'-6" MAX. (TYP.)

SURFACE FINISH TO BE EQUIVALENT & PARALLEL TO ROADWAY SURFACE

* MIN. HEIGHT. PEDESTRIAN BARRIER HEIGHT MAY VARY IF REQUIRED TO PROVIDE A SMOOTH PROFILE.

Bridge Design Engr.	khaleghi, B	M:\Z-Team\BR 411-9 DECK REPLACEMENT\window files\PED BARRIER 1.wnd									
Supervisor	zeldenrust, RP					REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS	
Designed By	Bedi, G 09/20					10	WASH.				
Checked By	Swett, GD 09/21										
Detailed By	Evans, A 09/20										
Bridge Projects Engr.						JOB NUMBER 21X326					
Prelim. Plan By						CONTRACT NO.					
Architect/Specialist		DATE	REVISION	BY	APP'D						

BRIDGE
AND
STRUCTURES
OFFICE

**Washington State
Department of Transportation**

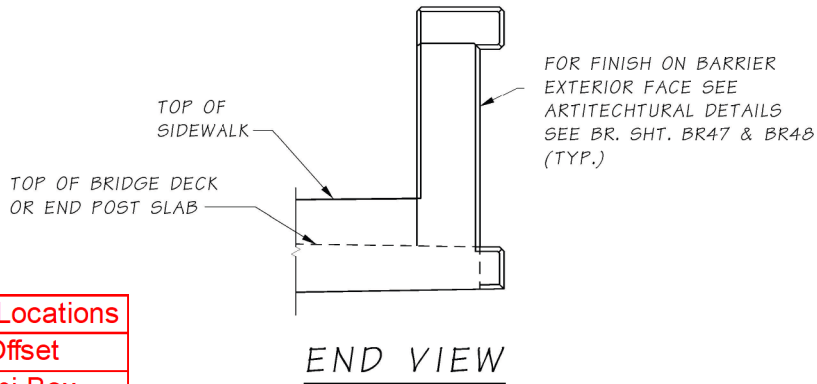
SR 411
COWLITZ RIVER BRIDGE
REPLACE BRIDGE DECK
COWLITZ RIVER BRIDGE NO. 411/9

PEDESTRIAN BARRIER
DETAILS 1 OF 3

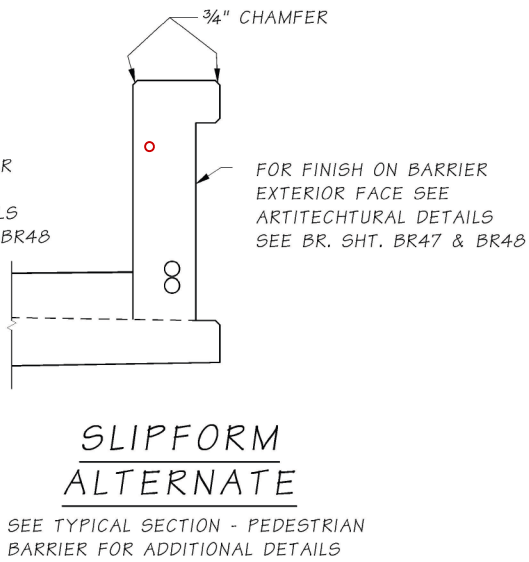
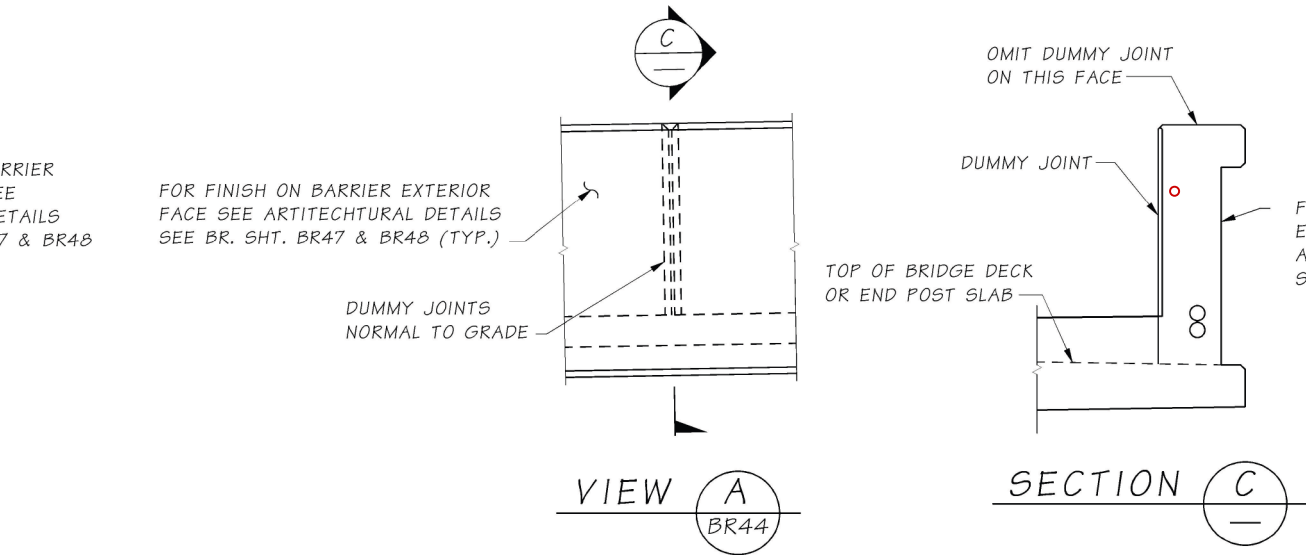
lot 2	
BRIDGE	
SHEET	
NO.	
R44	
SHEET	
73	
OF	
99	
SHEETS	

GCC 1064
Exhibit B
Sheet 3 of 4

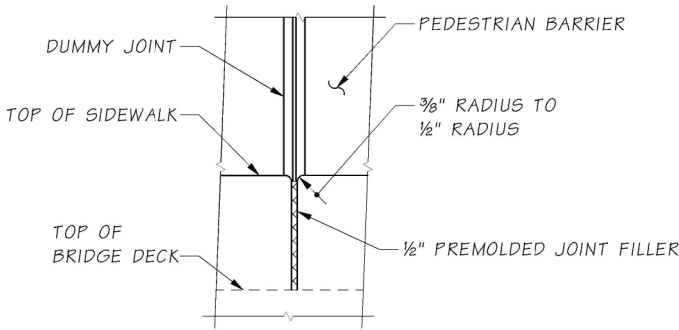
Mini Junction Box Locations	
Station	Offset
15+48.54	Mini Box
15+84.54	Mini Box
16+15.54	Mini Box
16+45.54	Mini Box
16+75.54	Mini Box
17+05.54	Mini Box
17+38.54	Mini Box
17+68.54	Mini Box
18+04.54	Mini Box
18+34.54	Mini Box
18+67.54	Mini Box
18+97.54	Mini Box
19+27.54	Mini Box
19+57.54	Mini Box
19+88.54	Mini Box
20+24.54	Mini Box



MINI BOX IS NEMA 4X BOX (STEEL) WITH SCREW COVER
6" W x 6" H x 4" D MIN. TO 8" W x 8" H x 8" D MAX.

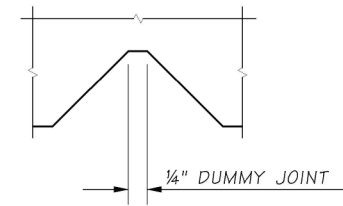


THE CONTRACTOR IS ADVISED THAT THE SLIPFORM CONSTRUCTION METHOD IS A PATENTED PROPRIETARY PROCESS FOR BARRIERS WITH A FRACTURED FIN FINISH.



SIDEWALK JOINT DETAIL

SIDEWALK REINFORCING STEEL NOT SHOWN FOR CLARITY.



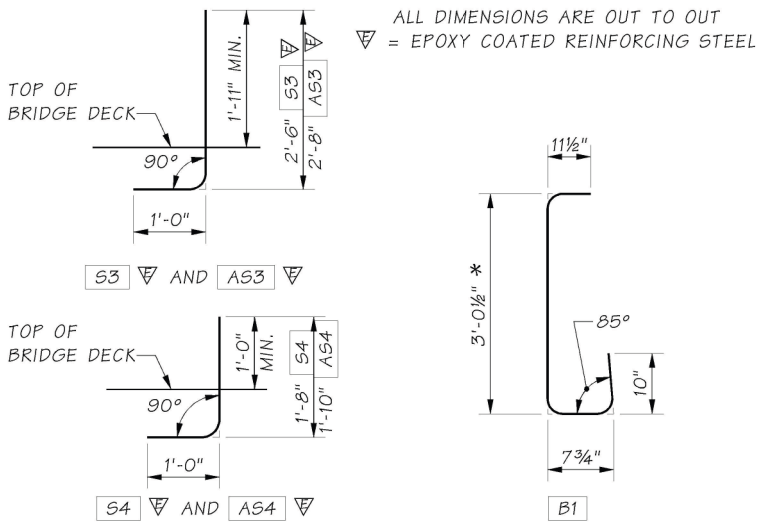
DUMMY JOINT DETAIL

TS = TRAFFIC SYSTEM
LT = LIGHTING SYSTEM

JUNCTION BOX LOCATIONS SHOWN ARE APPROXIMATE. CENTER JUNCTION BOX INSTALLATION BETWEEN BARRIER DUMMY JOINTS.

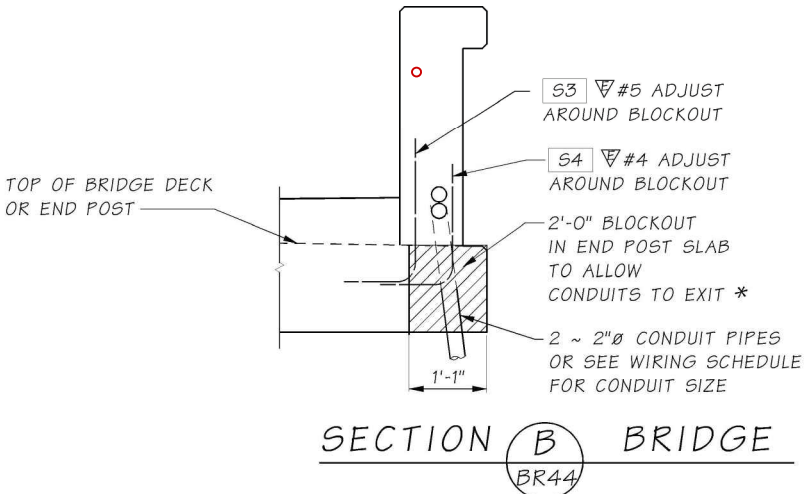
INSTALL ALL CONDUIT RUNS TO DRAIN TO A BRIDGE END OR PROVIDE DRAIN AT ALL LOW POINTS IN CONDUIT RUN ON BRIDGE.

BENDING DIAGRAM



FOR W1 & W2 BARS SEE WINGWALL OR RETAINING WALL PLANS.

NOTE : PEDESTRIAN RAILING NOT SHOWN FOR CLARITY (TYP.)



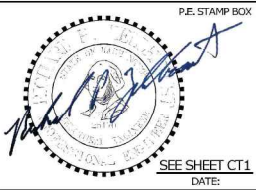
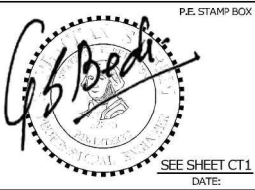
FOR DETAILS NOT SHOWN SEE ARTITECHTURAL DETAILS SEE BR. SHTS. BR47 & BR BR48

* BLOCKOUT WIDTH MAY BE INCREASED TO ALLOW CONDUITS OF A LARGER DIAMETER THAN 2" TO EXIT BARRIER OR END POST SLAB WITHOUT REBAR STEEL CONFLICT

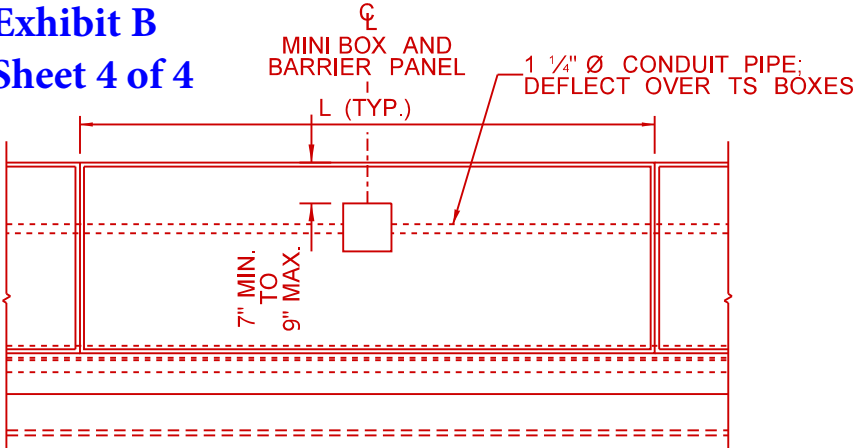
JUNCTION BOX LOCATIONS

STATION	OFFSET	LABEL
15+54.54	17.00' LT	TS
15+60.54	17.00' LT	LT
16+93.54	17.00' LT	TS
16+99.54	17.00' LT	LT
18+73.54	17.00' LT	TS
18+79.54	17.00' LT	LT
20+06.54	17.00' LT	TS
20+12.54	17.00' LT	LT
-	-	-
-	-	-

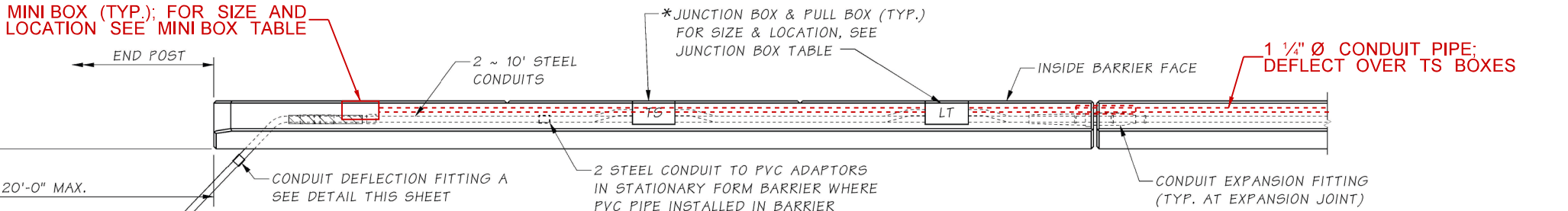
Bridge Design Engr.	Khaloghi, B	M:\Z-Team\BR 411-9 DECK REPLACEMENT>window files\PED BARRIER 2.wnd								
Supervisor	Zeldenrust, RP					REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
Designed By	Bedi, G	09/20				10	WASH.			
Checked By	Swett, GD	09/21								
Detailed By	Evans, A	09/20								
Bridge Projects Engr.						JOB NUMBER		CONTRACT NO.		
Prelim. Plan By						21X326				
Architect/Specialist		DATE	REVISION	BY	APPD					



SR 411 COWLITZ RIVER BRIDGE REPLACE BRIDGE DECK COWLITZ RIVER BRIDGE NO. 411/9	BRIDGE SHEET NO. BR45
	SHEET 74 OF 99 SHEETS

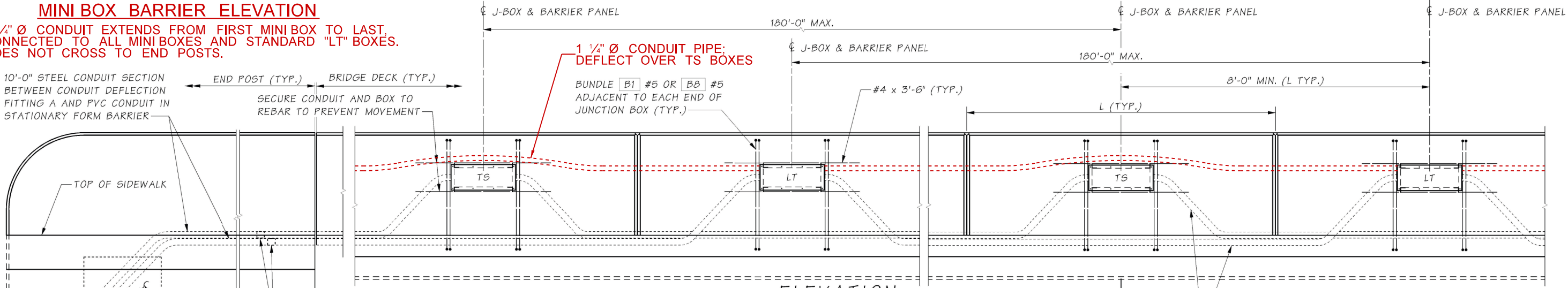


MINI BOX BARRIER ELEVATION
1 1/4" Ø CONDUIT EXTENDS FROM FIRST MINI BOX TO LAST, CONNECTED TO ALL MINIBOXES AND STANDARD "LT" BOXES. DOES NOT CROSS TO END POSTS.



**PLAN
CONDUITS & J-BOX
IN PEDESTRIAN BARRIER**

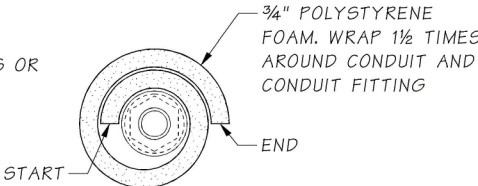
* NEMA 4X IN STATIONARY FORM BARRIER, OR NEMA 3R IN SLIP FORM BARRIER. MOUNT JUNCTION BOX SO COVER IS FLUSH WITH BARRIER, CAN BE RECESSED UP TO 1/8".



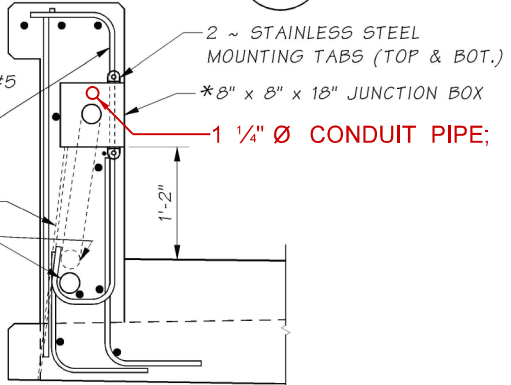
**ELEVATION
CONDUITS & J-BOX IN PEDESTRIAN BARRIER**

LABEL JUNCTION BOX COVER IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 9-29.2(4). ADJACENT JUNCTION BOXES ARE SHOWN CENTERED BETWEEN ADJACENT DUMMY JOINTS. IF THE DISTANCE BETWEEN ADJACENT DUMMY JOINTS IS 16'-0" OR GREATER, PLACE ADJACENT JUNCTION BOXES SYMMETRICALLY ON EITHER SIDE OF THE CENTER OF ONE DUMMY PANEL WHILE MAINTAINING 8'-0" MINIMUM BETWEEN CENTER LINES OF THE JUNCTION BOXES.

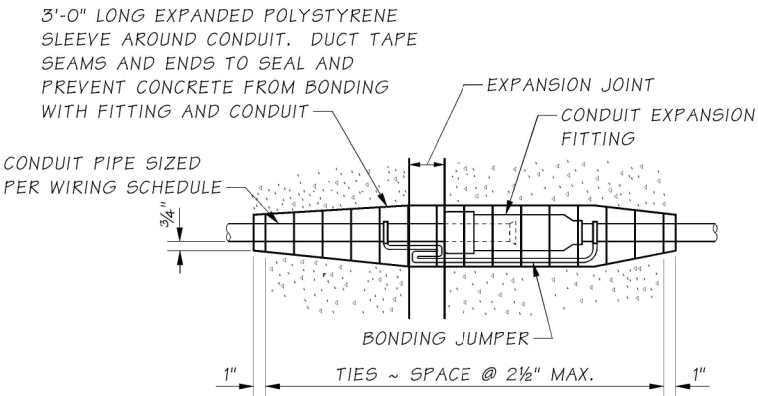
2"Ø CONDUIT PIPES OR SIZE CONDUIT PER WIRING SCHEDULE



SECTION B



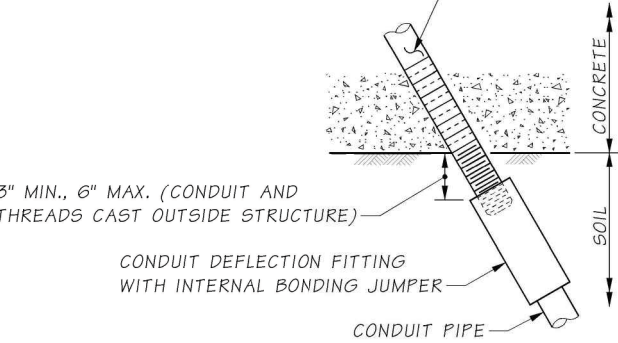
SECTION A



CONDUIT EXPANSION FITTING

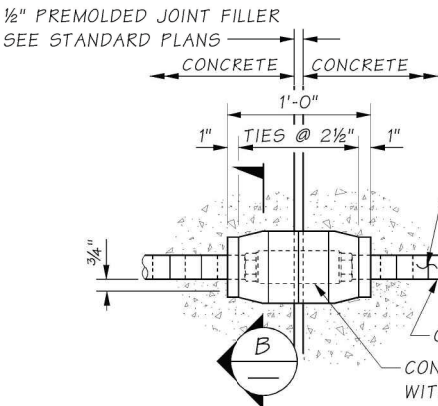
CONDUIT FITTING - (TYPE AX FOR MOVEMENT OF ± 2") AT BRIDGE EXPANSION JOINTS

WHERE CONDUIT IN A STRUCTURE IS ROUTED ACROSS A JOINT, WRAP STEEL CONDUIT PIPE FOR 1'-0" ON EACH SIDE OF JOINT. PIPE WRAP TAPE SHALL BE 2" WIDE, 20 MIL THICK, AND INSTALLED WITH A MINIMUM OF 1" OVERLAP



CONDUIT DEFLECTION FITTING A

CONDUIT FITTING - TYPE DX FOR DEFLECTION OF 30° AND 3/4" MOVEMENT. PLACE AT CONDUIT PIPE EXIT FROM STRUCTURE AND SHALL BE IN NEUTRAL STATE AFTER INSTALLATION.



CONDUIT DEFLECTION FITTING B

CONDUIT FITTING - TYPE DX FOR DEFLECTION OF 30° AND 3/4" MOVEMENT. CONDUIT PIPES PLACED THROUGH RETAINING WALL PEDESTRIAN BARRIER SHALL BE FITTED WITH DEFLECTION FITTINGS AT A MAXIMUM SPACING OF 120'. THE DEFLECTION FITTINGS SHALL BE PLACED AT THE PEDESTRIAN BARRIER OPEN JOINT THAT COINCIDES WITH THE RETAINING WALL EXPANSION JOINT.

Bridge Design Engr.	Khaloghi, B	M:\Z-Team\BR 411-9 DECK REPLACEMENT>window files\PED BARRIER 3.wnd	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS	P.E. STAMP BOX	BRIDGE AND STRUCTURES OFFICE	P.E. STAMP BOX	Washington State Department of Transportation	SR 411 COWLITZ RIVER BRIDGE REPLACE BRIDGE DECK COWLITZ RIVER BRIDGE NO. 411/9	Plot 4 BRIDGE SHEET NO. BR46
Supervisor	Zeidenrust, RP		10	WASH.									
Designed By	Bedi, G	09/20											
Checked By	Swett, GD	09/21											
Detailed By	Evans, A	09/20											
Bridge Projects Engr.													
Prelim. Plan By													
Architect/Specialist													
DATE	REVISION	BY	APPD	CONTRACT NO.								PEDESTRIAN BARRIER DETAILS 3 OF 3	SHEET 75 OF 99 SHEETS



Agreement No. WQC-2025-CiCaRo-00074

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF CASTLE ROCK

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

GENERAL INFORMATION

Project Title:	Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection
Total Cost:	\$260,000.00
Total Eligible Cost:	\$260,000.00
Ecology Share:	\$247,000.00
Recipient Share:	\$13,000.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Activity

Project Short Description:

This project will improve water quality in the city of Castle Rock by reducing sediment and total suspended solids (TSS) before they can be carried by stormwater into the Cowlitz River. This project includes development of an Enhanced Maintenance Plan (EMP), inspection and cleaning of stormwater conveyance pipes, mapping of unknown stormwater system components and maintenance needs, and a plan for prioritization, replacement, maintenance, and repair of the stormwater system.

Project Long Description:

The RECIPIENT’s existing stormwater system contains sections that are over 100 years old and has never been inspected. The location of sections of the existing stormwater system are unknown, as are the material type and size, and what condition the pipes are in. The RECIPIENT has recently experienced multiple failures in the system, resulting in sinkholes, stormwater backups, and expensive repairs. Due to limited funding, the RECIPIENT is in reactive mode

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

and unable to get ahead of the problem. Four of the five outfalls drain through an Army Corps of Engineer certified levee along the Cowlitz River where it is imperative these pipes do not fail. A levee blow out could cause a significant ecologic disturbance and a financial crisis. Much of the existing stormwater system was formerly part of the wastewater system, unmapped and uninspected; there is risk of illicit discharges through cross-connects.

The RECIPIENT's drainage system is connected to the Cowlitz River by six outfalls. Several sub-areas connect to their outfall by pipes and catch basins, while others have retention/treatment through swales, ditches, and ponds. One area discharges strictly through a stormwater pump station, while another area discharges either by gravity or pump station. The Cowlitz River features high recreation use and supports salmon and trout migration and spawning. The Cowlitz River has 303(d) listings for methyl mercury and polychlorinated biphenyls (PCBs), and water quality concerns for temperature, dissolved oxygen, and pH.

Given the high risk and cost associated with line failures, sinkholes, and sediment release, the RECIPIENT will perform closed circuit TV (CCTV) inspections, line cleaning, clearing of blockages, and mapping of the unknown stormwater system components and failures as a vital step toward improving maintenance of the system and managing risk. The RECIPIENT will develop an Enhanced Maintenance Plan (EMP) that specifies these procedures, including tracking, reporting, and disposal of sediment waste. The RECIPIENT will organize collected data as necessary for capital improvement prioritization and for adaptive management. The EMP will also include a repair prioritization scheme, a prioritized capital improvement list, and adaptive management process. The RECIPIENT will strive to complete this project in a timely manner to apply for funding for high priority repairs/line replacements as soon as possible. The EMP will be a living document used to guide future maintenance activities.

Funding for CCTV inspections and line cleaning is contingent on the RECIPIENT receiving an ECOLOGY EMP acceptance letter.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

RECIPIENT INFORMATION

Organization Name: City of Castle Rock

Federal Tax ID: 91-6001409

Mailing Address: PO Box 370
Castle Rock, WA 98611

Physical Address: 360 A Street SW
Castle Rock, Washington 98611

Organization Email: crpwd@ci.castle-rock.wa.us

Contacts

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

Project Manager	David Vorse Public Works Director PO Box 370 Castle Rock, Washington 98611 Email: crpwd@ci.castle-rock.wa.us Phone: (360) 274-7478
Billing Contact	David Vorse Public Works Director PO Box 370 Castle Rock, Washington 98611 Email: crpwd@ci.castle-rock.wa.us Phone: (360) 274-7478
Authorized Signatory	David Vorse Public Works Director PO Box 370 Castle Rock, Washington 98611 Email: crpwd@ci.castle-rock.wa.us Phone: (360) 274-7478

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

Project Manager	David Mora 12121 NE 99th Street Suite 2100 Vancouver, Washington 98677 Email: damo461@ecy.wa.gov Phone: (360) 515-8106
Financial Manager	Melissa Conger PO Box 47600 Olympia, Washington 98504-7600 Email: meco461@ecy.wa.gov Phone: (360) 706-4202

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 Castle Rock
By: _____	By: _____
Vincent McGowan, P.E. Water Quality Program Manager	David Vorse Public Works Director
Date	Date

Template Approved to Form by
Attorney General's Office

Tyler Stone

Senior Plant Operator

Date

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

SCOPE OF WORK

Task Number: 1

Task Cost: \$26,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

SCOPE OF WORK

Task Number: 2

Task Cost: \$20,000.00

Task Title: Enhanced Maintenance Plan

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop and submit a draft and final Enhanced Maintenance Plan (EMP), including an alternatives analysis for ECOLOGY review and comment. Allow 45 calendar days for ECOLOGY review. At a minimum, this plan shall include the following elements:

A. Introduction/Overview

- a. Assessment of waterbodies that receive water from the RECIPIENT's MS4. Include information such as pollutants of concern, TMDLs, beneficial uses, etc. Estimate the amount of pollutants contributed to the system by the RECIPIENT's MS4 and water quality improvement goals for each waterbody.
- b. Explain why the RECIPIENT is choosing to explore enhanced maintenance as a strategy for pollutant reduction, as opposed to other means of improving water quality.
- c. Summarize the differences between the current program and the RECIPIENT's enhanced program.

B. Current Program Description

- a. Current program priorities, goals, and how the RECIPIENT determines where to employ existing maintenance resources.
- b. Estimate of the total cost to implement the existing program. Include labor, training, disposal, equipment maintenance and replacement costs. Note if any costs are currently unfunded.
- c. Any formal/informal method used to determine if the program is meeting the goals described above. If the program is routinely assessed by the RECIPIENT, describe how changes are made to the program.
- d. Current program implementation. Include location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods. Quantify the equipment needed to implement the current program.
- e. Estimate of the water quality benefits the program provides. Show the method used to arrive at this estimate. If insufficient data exists to provide an estimate, identify and describe these gaps.

C. Future Program Description

- a. Describe the methodology for an alternatives analysis, including:
 - i. The priorities/goals of the enhanced maintenance program.
 - ii. A brief description of the alternatives being considered.
 - iii. The criteria used to evaluate alternatives including cost and water quality benefit.
- b. Perform the alternatives analysis. Identify the preferred enhancement alternative(s) and justify selection.
 - i. Estimate the water quality benefits and show the method used to arrive at this estimate.
 - ii. Cost estimates should include labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements. If the program proposes to purchase equipment, analyze rent or lease versus purchase alternatives to determine the most economical approach.

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

c. Describe the program's implementation. Identify equipment and facilities needed to realize the program. Include location and frequency of enhanced maintenance efforts, data collection and analysis methods.

d. Describe stormwater system capital improvement list and prioritization procedures.

e. Explain how frequently the program will be assessed, and the process for adaptive management of the program to ensure the goals are achieved.

D. The RECIPIENT will respond to ECOLOGY comments on the draft EMP.

Task Goal Statement:

The RECIPIENT will complete the Enhanced Maintenance Plan and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Mapping and inspecting the stormwater system to minimize failures resulting in water quality contamination, stormwater back-ups and sinkholes. Determine maintenance needs and frequency to guide future activities that may remove sediment, oils, petroleum products, and other contaminants from roadways.

Enhanced Maintenance Plan

Deliverables

Number	Description	Due Date
2.1	Signed and dated consultant contract, if procuring services for Enhanced Maintenance Plan development. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
2.2	Draft Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.3	Responses to ECOLOGY Enhanced Maintenance Plan comments. Upload to EAGL and notify ECOLOGY.	
2.4	ECOLOGY Enhanced Maintenance Plan Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
2.5	Final Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.6	Waste disposal agreements. If applicable, upload copies of waste disposal contracts or agreements to EAGL.	

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

SCOPE OF WORK

Task Number: 3

Task Cost: \$180,000.00

Task Title: Inspecting, Cleaning, and Mapping

Task Description:

Following an ECOLOGY accepted Enhanced Maintenance Plan (EMP), the RECIPIENT will:

- A. Use a GIS based tracking application to record information on newly discovered pipes, outfalls, discharge points, cleaning, inspections, blockages or other conditions of disrepair, including illicit connections. The tracking application will also record an estimate of sediment removed.
- B. Clean and remove sediments and legacy pollutants by jetting the lines with high pressure water, releasing solids from the interior of the pipe. The RECIPIENT will pressure wash water into a downstream stormwater structure and collect the sediment removed with a vactor truck. The RECIPIENT will haul the materials to their decant station, where the liquids are separated from the sediments and sent to a wastewater treatment facility. Decanted sediments will be managed in accordance with the ECOLOGY accepted EMP.
- C. Use a closed circuit TV (CCTV) camera to view the interiors of pipes owned and operated by the RECIPIENT, if able.
- D. Track and report repair needs, including the number of illicit connections found.
- E. Analyze the data collected and update the EMP using the process outlined.

Task Goal Statement:

Evaluate Enhanced Maintenance Plan (EMP) performance and continually improve the plan given new information.

Task Expected Outcome:

An updated Enhanced Maintenance Plan (EMP) to fit real-world conditions.

Inspecting, Cleaning, and Mapping**Deliverables**

Number	Description	Due Date
3.1	Documentation showing cleaning, inspections and illicit connections found. Submit using quarterly Progress Report/Payment Requests or as otherwise identified in the Enhanced Maintenance Plan provisions for tracking and reporting.	
3.2	Summary of updates to the Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$30,000.00

Task Title: Capital Improvement and Adaptive Management

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will use adaptive management to update the Enhanced Maintenance Plan (EMP) based on data analysis.
- B. The RECIPIENT will submit a list of capital improvements needed to make essential repairs identified during data collection.

Task Goal Statement:
The RECIPIENT will collect data as per the Enhanced Maintenance Plan and practice adaptive management.

Task Expected Outcome:
The RECIPIENT will update the Enhanced Maintenance Plan and operating procedures to fit real-world conditions.

Capital Improvement and Adaptive Management

Deliverables

Number	Description	Due Date
4.1	Summary of adaptive management updates to the Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
4.2	Capital Improvement List. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 5

Task Cost: \$4,000.00

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out
Deliverables

Number	Description	Due Date
5.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG250061

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

Funding Title: SFAP
Funding Effective Date: 07/01/2024

Funding Type: Grant
Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP-SFY25

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 5%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

SFAP	Task Total
Grant and Loan Administration	\$ 26,000.00
Enhanced Maintenance Plan	\$ 20,000.00
Inspecting, Cleaning, and Mapping	\$ 180,000.00
Capital Improvement and Adaptive Management	\$ 30,000.00
Project Close Out	\$ 4,000.00

Total: \$ 260,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	5.00 %	\$ 13,000.00	\$ 247,000.00	\$ 260,000.00
Total		\$ 13,000.00	\$ 247,000.00	\$ 260,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

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.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“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.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“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.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“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 and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

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

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

“Final Loan Amount” means all principal of and accrued 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 and the initiation of operation or completion date, whichever comes first.

“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 the taxable property within the boundaries of the RECIPIENT.

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

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

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: 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.

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

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Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection
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“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.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“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.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“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 and is the last day eligible costs can be incurred. This term is only used in loan agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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Recipient Name: City of Castle Rock

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“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: 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. 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. 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.

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

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

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

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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.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

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

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

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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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. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. 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.

I. 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.

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

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

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

M. 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: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

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

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

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

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

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

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

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

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

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: 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.

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

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

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.

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

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

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, 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. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. 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.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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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 subcontracts more than \$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. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

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. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. 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.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: 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 (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

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

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): 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

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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: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

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: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

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

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

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

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

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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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 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 the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

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

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

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

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

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

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

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

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

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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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 subcontracts more than \$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 verified 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 , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

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

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

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

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

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

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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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 its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

Termination and Default Remedies

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

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

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

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

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

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

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

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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

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

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

GENERAL FEDERAL CONDITIONS

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

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

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

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

- Receives more than \$30,000 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 Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

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

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

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

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Corporation (or any subsidiary or affiliate of such entities).

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

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 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/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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

RECIPIENT shall:

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

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

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

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

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

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

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

Agreement No: WQC-2025-CiCaRo-00074
Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection
Recipient Name: City of Castle Rock

16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

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

21. PROPERTY RIGHTS

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

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

27. SUSTAINABLE PRACTICES

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

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

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

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

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

Agreement No: WQC-2025-CiCaRo-00074

Project Title: Enhanced Maintenance Plan and Stormwater Mapping/Pipe Inspection

Recipient Name: City of Castle Rock

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

Review / Authorization

Primary Responsible Department: Finance

Permit No. 2024-0010

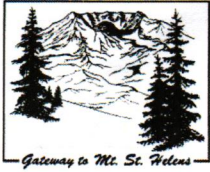
Halloween Jamboree (CRCDA)

Linda Staudinger, 360.751.3725 staudinger8750@comcast.net

Reviewed by: (mark "X" & date upon review)

Comments and Conditions

☒ Finance Carie Cuttonaro, Clerk-Treasurer Date: 9/30/2024	No issues from Finance (C.Hart) Asked to have the COL sent to the finance email.		
☒ Fire (Cowlitz County Fire District 6) Bill LeMonds, Fire Chief Date: 10/1/2024	Per Email - No issues		
☒ Police Charlie Worley, Chief Date: 10/1/2024	No issues		
☒ Public Works / Engineering Dave Vorse, Public Works Director Date: 10/2/2024			
☐ Parks			
☒ Streets	Street closures. Applicant will be responsible for setting out traffic control devices and removing them after the event is over		
☒ Traffic	Pedestrian crossing of Huntington Ave. should be managed to minimize conflicts.		
☐ Other			
☐ Building/Planning, if needed			
Additional Comments:			
☐ Approved ☐ Denied	<table style="width: 100%;"> <tr> <td style="width: 60%;">Primary responsible department signature</td> <td style="width: 40%;">Date</td> </tr> </table>	Primary responsible department signature	Date
Primary responsible department signature	Date		



Special Event Permit

Permit No. 2024-0010

City of Castle Rock | Phone: 360.274.8181 | www.ci.castle-rock.wa.us

Application must be made a minimum of **60 days** prior to event (30 if a prior annual event)

Contact Information

Organization/Sponsor <u>CRCPA/Halloween Jamboree</u>		Address/City/State/Zip	
Contact Person <u>Linda Staudinger</u>	Phone <u>360.751.3725</u>	Email <u>staudinger8750@comcast.net</u>	
As contact person, are you authorized by the Organization/Sponsor to act on its behalf? ☒ YES ☐ NO	Address/City/State/Zip (if different from above) <u>P O Box 1086 C.R. WA</u>		
	Phone	Email	
Are there other individuals authorized to act on behalf of the Organization/Sponsor? <u>Jenny Carroll 360.430.2141</u> ☒ YES ☐ NO If yes, please provide their name and contact information:			

Event Information

Event Name <u>Halloween Jamboree</u>		Date(s) of event <u>OCT 27</u>	Estimated # of participants for event <u>3000</u>	
Start Time AM / PM	End Time AM / PM	Setup Time AM / PM	Takedown Time AM / PM	Estimated # of volunteers for event <u>50</u>
Is this an annual event? ☒ YES ☐ NO* Applicant may be required to collect approval signatures from neighboring or affected residents and/or business owners.				
Have you previously requested a permit for such activity? <u>YES</u>			If yes, approximate date? <u>10.29.23</u>	
Are participants required to pay a fee? <u>Vendors are</u>		Are participants to make a donation? <u>yes, candy, prizes</u>		
Will this event impede traffic? ☒ YES ☐ NO		Follow traffic, pedestrian and bike laws? ☒ YES ☐ NO		Utilize sidewalks only? ☐ YES ☒ NO
Details of event (Please include a detailed map showing location of event and copies of any proposed brochures, posters, flyers, or mailings you desire to use to advertise this event. Additionally, please identify on the map where volunteers will be placed to assist with this event. Include additional pages if needed to fully explain details. <u>9TH annual Halloween Jamboree will include Cowlitz, Front-between Oasis & A ST., First St. & Bakery Parking lot</u>				

Type of Use

Type of use requested ☒ Parade ☒ Street Closure ☒ Street Sale (<u>Vendors</u>) ☐ Athletic Run/Walk ☐ Block Party ☐ Other	Where is use requested? ☐ Park area*/where? ☐ Private property/where? ☐ Park building*/which one? ☐ Other <u>Cowlitz, Front & 1st Sts Bakery Complex P. lot</u>
*Note: If planning to use a park area or building, please contact the Public Works Department at 360.274.7478 for any additional forms required for the use of a park area or building.	
Please check all that apply to this event: ☒ Requesting closure/impediment of a street or public right-of-way. (Please attach a map and mark location.) ☒ Requesting to erect structure(s)/tent(s). Number and location <u>10 - Front St, Bakery Parking lot</u> ☒ Planning to serve food/drink. If yes, including alcohol beverages? ☐ YES ☒ NO (<u>Vendors</u>) ☐ This event involves political or religious activity intended primarily for the communication or expression of ideas. ☐ Participants will be required to pay a fee. ☐ Participants will be asked to make a donation.	

Received

Permit holders are responsible for cleanup of debris in connection with their activities.

SEP 25 2024

Castle Rock
Finance

-1-

SCANNED

SEP 30 2024

Initial: CT

City Assistance Requested

Public Works Division (example: street closure, signage, signal adjustment, facility availability, additional sanitation/garbage, restrooms) - Explain <i>street closures, signage, trash barrels, (possibly warming barrels)</i>	Police Department (example: traffic, patrol, security) - Explain <i>no, other than presence as good P.R.</i>
	Other - Explain

Insurance Information

The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an additional insured on the policy, and be responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

Agreement

Depending on the type of event planned, you may be required to defend, indemnify and hold harmless the City, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City. After reviewing this application, the City will determine whether you must indemnify the City and its agents.

By my signature I state that I am authorized to obligate the above-titled Organization/Sponsor, including financially, for any statements or requests made herein.

Applicant Name (please print) <i>Linda Standinger</i>	Applicant Signature <i>Linda Standinger</i>
Organization/Title <i>CRCA / Halloween Jamboree</i>	Date <i>9.19.24</i>

Add additional information on separate sheets as needed.

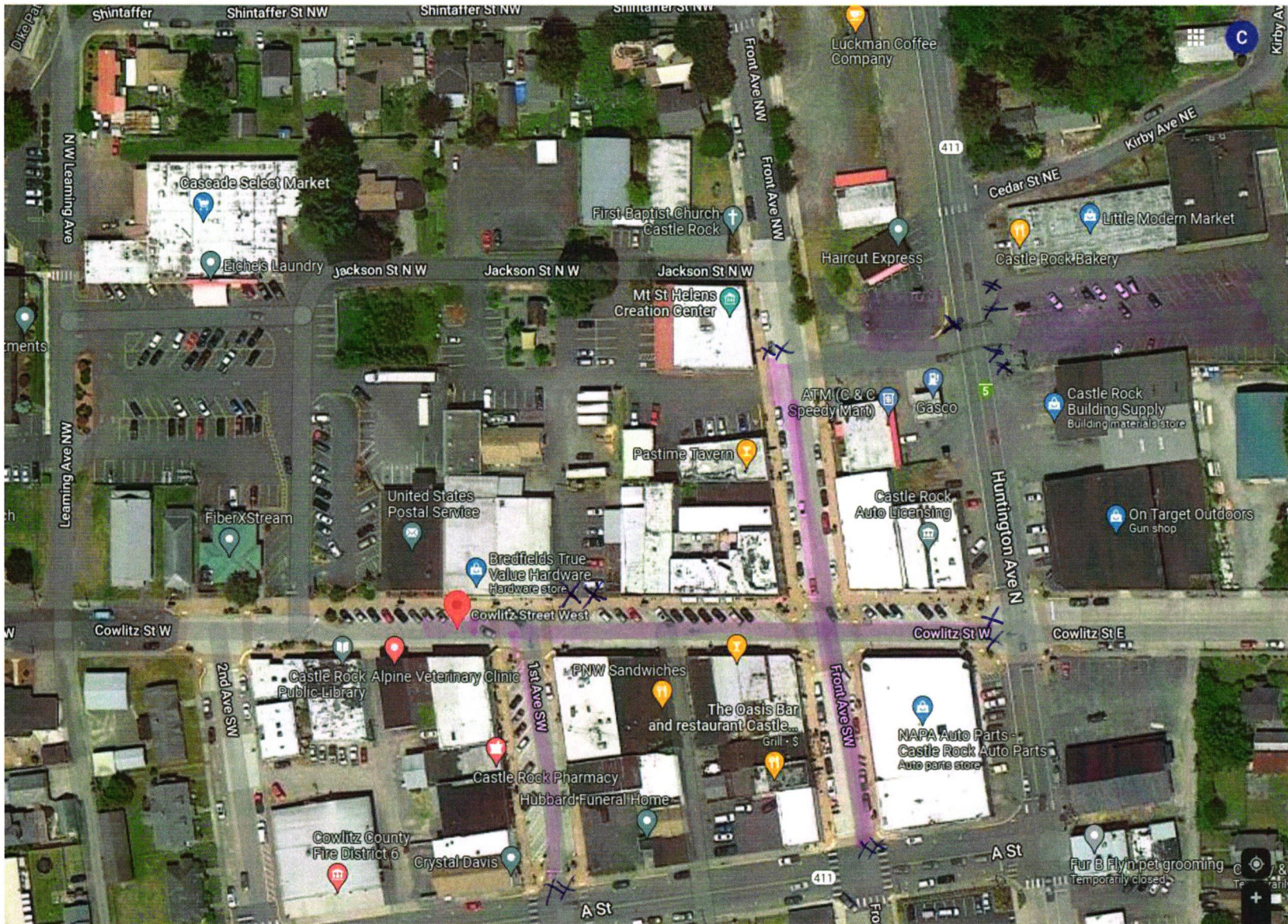
City Use Only

Other permits required in conjunction with this permit:

☐ Electrical ☐ Fire, Life & Safety ☐ Parks ☐ Other: _____

Fees/Payments/Refunds

	Fee(s)	Initial(s)	Date(s)
Deposit(s)			
Permit(s)			
Facility Use/Rental(s)			
Admission Tax(es)			
Additional Costs			
TOTAL PAID			
TOTAL REFUND / DUE			
Proof of insurance required? ☐ Yes ☐ No		Bond Required? ☐ Yes ☐ No	



SCANNED

SEP 30 2024

Initial: *CA*

Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: October 27 Time: 1 to 6

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Keri Murfett	Keri Murfett	Greener Futures		✓	
Tammy Brossard	Tammy Brossard	CR Auto Licensing		✓	
Kelsey Nelson	Kelsey Nelson	River Ridge Real Estate		✓	
MATTHEW McPHERSON	Matthew McPherson	BLUE FLAMINGO BOUTIQUE		✓	
Robin Frazier	R. Frazier	Oasis		✓	
Karissa Russell	Karin Russell	Legally Blonde Too		✓	
Karlee Parker	K Parker	Ashtown North Taproom	Cowitz St.	✓	

Initial: KA

SEP 30 2024

SCANNED

Received

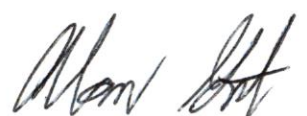
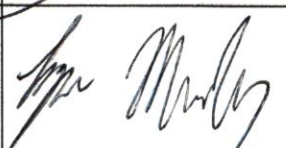
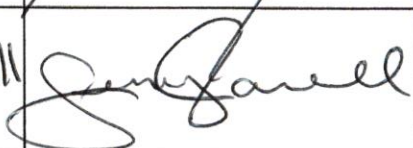
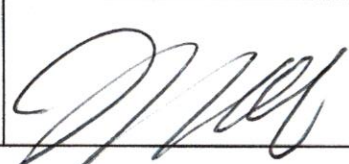
SEP 30 2024

Castle Rock Finance

Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: October 27 Time: 1 to 6

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
CR Bakery Penny Dewey		CR Bakery	1600 Huntington Ave	✓	
Alan Grant		Grant B Associates Surveyors	160 C	✓	
Arika Toney		Scissors	1600 Huntington Ave	✓	
Jim Murby		Construction Management Group	1600 Huntington	✓	
Jenna Carroll		Studio 117	1600 Huntington Ave	✓	
Brandy Brown		Pasttime	127 Front Ave	✓	
Jennifer Enggraf		Vault Books & Brew	20 Cawitz St	✓	

Received

SEP 30 2024

Castle Rock

Finance

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Initial: CA

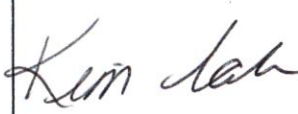
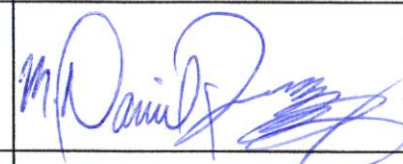
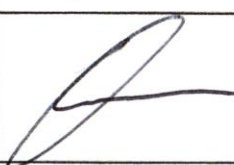
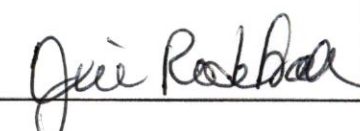
SEP 30 2024

SCANNED

Special Event Signature Collection Sheet

Event: Halloween Tamboree Date: Oct. 27th Time: 1 to 6

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Kim Lake		Kim Unique Boutique	23 Cowlitz	✓	
Danny Perez		Farmers Insurance	31 Cowlitz St.	✓	
Kim Lake	Kim Lake				
HONG		SHAYLA nail	41 Cowlitz St	✓	
B+T Inc Wm Hickman		47 Cowlitz W Business & Tax Inc		✓	
David Morgan		51 Cowlitz St PT northwest	51 Cowlitz	✓	
Jessie Robb		C.R. Pharmacy	117-1st Ave	✓	

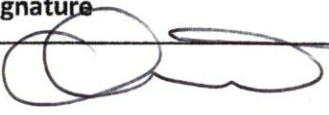
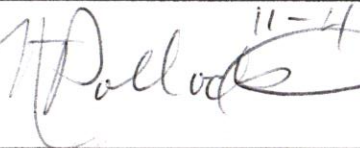
Received
SEP 30 2024
Castle Rock

Initial: OK
SCANNED
SEP 30 2024

Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: Sun. Oct 27 Time: 1-6 to _____

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Kim Murdock for Jana Gann		Knotty Stitches Quilt AESL	105 Cowlitz #1800	✓	
Cynthia Radcliffe	360.975.7863 Cynthia Radcliffe	12-4 Fire Mt. Travel	113 1st St	✓	
Emily Wilbur	Emily Wilbur	Style Ash	127 1st Ave SW	✓	
ma mario - Riley		Family Health Center			
					
Nancy Pollock	 11-4	Blueberry Hill	123 Cowlitz St W.	✓	
VICKI SELANDER	1-5 pm Vicki Selander	Library	137 Cowlitz St W.	✓	

SCANNED

Initial: CS

SEP 30 2024

Received
SEP 30 2024
Castle Rock
Finance
Page 69 of 75

Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: Sun. Oct 27 Time: 1 to 6

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Estephannie	Estephannie Sam	Bredfields	102 Cowlitz St W	✓	
Ron Renshaw	Ronald Renshaw	Jupiter	38 Cowlitz St W	✓	
Mike Parsons	Mike Parsons	Parwell	52 Cowlitz	✓	
	274-8121	The Nook Barber			
	503-720-2574	Cliff's Music Shoppe			
Michele Barnes	Michele Barnes	The New You Beauty Salon		✓	
Jennifer Storms COMMANDER	Jennifer D. Storms	American Legion	125 1st Ave SW C.R.	✓	

Received

SEP 30 2024

Castle Rock
Finance

Initial:

CS

SEP 30 2024

SCANNED

Special Event Signature Collection Sheet

Event: _____ Date: _____ Time: _____ to _____

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Jordan Booth	JB	CFHC	1391 Stone SW	X	
SUPANAN LAFREN	SL	TASTY THAI	123 FRONT AVE	✓	
Linda Moody	LM	THE DOCK	28 Court St SW	✓	

Special Event Signature Collection Sheet

Event: Halloween Jam Date: 10/27 Time: 1 to 6

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
CLIFF BOLLING	<i>[Signature]</i>	CLIFF'S VINTAGE MUSIC SHOPPE	260 W. Cowlitz	✓	



WAIVER of LIABILITY

HOLD HARMLESS - Applicant shall defend, indemnify and hold harmless the City of Castle Rock, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the applicant, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by applicant, participant, or member of the public, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Castle Rock.

Organization: CRCDA Halloween Jamboree

Title of Event: CR Halloween Jamboree

Date of Event: Sunday, Oct 27

Phone Number: 360.751.3725

Name of Applicant (please print): Linda Staudinger

Signature of Applicant: Linda Staudinger

Date Signed: 9.13.24

SCANNED

SEP 30 2024

Initial: CS Page 73 of 75



CASTROC-14

PRADEEPVAIRAMUDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 936 Chehalis, WA 98532-0936	CONTACT NAME: Christina White		
	PHONE (A/C, No, Ext): (520) 467-6055	FAX (A/C, No): (520) 571-9724	
	E-MAIL ADDRESS: christina.white@nfp.com		
INSURED Castle Rock Community Development Alliance PO Box 931 Castle Rock, WA 98611-0931	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			59SBAAU4BF2	10/25/2024	10/25/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			59SBAAU4BF2	10/25/2024	10/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Event: Halloween Jamboree | Date of Event: October 27, 2024

CERTIFICATE HOLDER

CANCELLATION

Castle Rock Community Development Alliance
PO Box 931
Castle Rock, WA 98611

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Received

OCT 08 2024

ACORD 25 (2016/03)

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Castle Rock
Finance

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ORDINANCE NO. 2024-08

AN ORDINANCE FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES FOR THE 2025 BUDGET OF THE CITY OF CASTLE ROCK, WASHINGTON IN ACCORDANCE WITH REVISED CODE OF WASHINGTON 84.55.120

WHEREAS, the Castle Rock City Council of the City of Castle Rock has met and considered its budget for the calendar year ending December 31, 2025; and

WHEREAS, the district's actual levy amount from the previous year was \$433,535; and

WHEREAS, the population of this district is less than 10,000.

NOW, THEREFORE BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy and a special excess tax levy are both hereby authorized to be collected in the 2025 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$4,336 which is a percentage increase of 1.000% from the previous year. The increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

ADOPTED by the City Council and signed by the Mayor on this ____ day of _____, 2024.

Mayor Paul Helenberg

Councilmember Art Lee

Councilmember Lee Kessler

Councilmember John Whalen

Councilmember Paul Simonsen

Councilmember Ellen Rose

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

Publication Date: _____