

LAKE CHELAN AIRPORT BOARD  
July 23, 2015

1. Call to Order
2. Agenda Changes
3. Minutes
  - A. Approve Minutes of the July 9, 2015 Airport Board Meeting
4. Consent Agenda
  - A. July 23, 2015 Claim & Payroll Warrants (Reviewed by Harper)
5. Action Items
  - A. Lake Chelan Airport Domestic Water Extension Study CERB Grant Agreement Recommendation (Schmidt) 2015A-07
6. Airport Manager Comments
7. Adjournment

MINUTES OF THE JULY 9, 2015  
AIRPORT BOARD MEETING  
Chelan City Hall, 135 East Johnson Street, Chelan, Washington

1. **CALL TO ORDER**

The meeting was called to order at 6:55 p.m.

**PRESENT**

Airport Board President Goedde, Members Cooney, Harper, Higgins, Isenhart, McCardle, Morehouse, Steele, Manager Schmidt, Secretary Gallucci, and Treasurer Grant.

2. **AGENDA CHANGES**

A. None.

3. **MINUTES:**

Mr. Harper moved to approve the minutes as follows. Second by Ms. Isenhart. Motion passed unanimously.

A. Minutes of the June 25, 2015 Airport Board Meeting

4. **CONSENT AGENDA**

Mr. Harper moved to approve the consent agenda as follows. Second by Ms. Isenhart. Motion passed unanimously.

A. July 9, 2015 Claim Warrant No. 6112 – 6123 totaling \$21,118.72 (including voided Claim Warrants 6111 and 6122 due to printing error) and Payroll Warrants No. 3058 - 3063 totaling \$2,280.82

5. **ACTION ITEMS**

A. None.

6. **AIRPORT MANAGER COMMENTS**

A. Mr. Schmidt informed the Board the Forest Service was leasing space from the airport for use as a base for equipment to aid in the Wolverine fire. Pictures of the helicopter crane were distributed. He thanked Mr. Slater for his hard work.

7. **ADJOURNMENT**

There being no further business, the meeting adjourned at 6:57 p.m.

Prepared by:

Attested to:

Date approved by Airport Board:

\_\_\_\_\_  
Peri Gallucci  
Airport Board Secretary

\_\_\_\_\_  
Robert R. Goedde  
Airport Board President

AGENDA BILL NO. 2015A-07

BUSINESS OF THE LAKE CHELAN AIRPORT BOARD  
CHELAN, WASHINGTON

SUBJECT: CERB Grant Agreement for the  
Lake Chelan Airport Domestic  
Water Extension Study

EXHIBITS

- 1. Department of Commerce – CERB  
Agreement

FOR AGENDA OF: July 23, 2015

ORIGINATOR: Paul Schmidt  
Airport Board Manager

APPROVED:  
City Administrator

Reviewed by Attorney: No

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	FINANCE DIRECTOR:
			CAZ

**AUTHORITY: RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."**

\*\*\*\*\* SUMMARY STATEMENT/ISSUES \*\*\*\*\*

On February 12, 2015 the Airport Board recommended to the City Council they approve the "Initial Offer of Financial Aid" with the Department of Commerce Community Economic Revitalization Board (CERB) to begin the economic feasibility study on providing fire flow to the Lake Chelan Airport. (Please note, the Department of Commerce refers to the airport as the Chelan Municipal Airport).

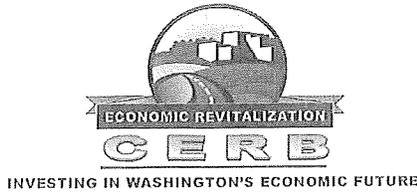
Now comes the actual contract agreement with CERB which the Board must recommend approval. This agreement binds the City of Chelan to specific contract terms for the acceptance and payment reimbursement of the "Chelan Municipal Airport Domestic Water Extension Study". The CERB Agreement terms are essentially the same as the "Initial Offer of Financial Aid", but with the addition of the City's Professional Services Agreement with RH2 attached. Subsequently, CERB funding proposals are a two part process that includes the initial offering agreement to get the project underway and then the actual CERB agreement that is the legally binding instrument to get reimbursed.

\*\*\*\*\*

[ ] Public Hearing                      [X] Legislative Matter                      [ ] Other: \_\_\_\_\_

Suggested Motion:

**I move to recommend to City Council to authorize the Mayor to enter into the CERB Contract Agreement to prepare the "Chelan Municipal Airport Domestic Water Extension Study" as attached and presented.**



June 22, 2015

Paul Schmidt  
City Administrator  
City of Chelan  
135 E Johnson Avenue  
Chelan, WA 98816

Dear Mr. Schmidt:

Enclosed are two copies of contract #S15-790A0-061 for the City of Chelan CERB loan. Both copies of the contract must be signed by the same person and returned to our office by July 27, 2015.

All contract documents are reviewed by the CERB Chair prior to executing the contract. Once executed, our office will send you an original copy of the contract for your records.

Please be aware that any expenses incurred prior to (January 15, 2015) cannot be reimbursed by CERB for eligible costs. In the event a final contract is not executed, no CERB funds will be disbursed.

If you have any questions, please contact me at 360.725-3151 or [Janea.eddy@commerce.wa.gov](mailto:Janea.eddy@commerce.wa.gov).

Sincerely,

  
Janea Eddy  
CERB Program Coordinator



RECEIVED

JUN 19 2015

Department of Commerce

**Capital Agreement with**

City of Chelan

through the

Community Economic Revitalization Board

**For**

Chelan Municipal Airport Domestic Water Extension Study

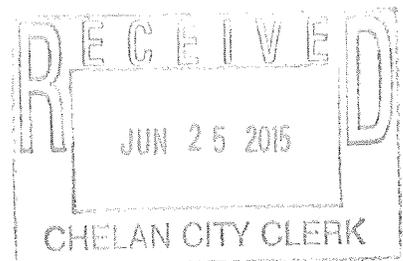
**Start date:** Date of last signature



**Department of Commerce**

Innovation is in our nature.

Washington State Department of Commerce  
[www.commerce.wa.gov](http://www.commerce.wa.gov)



Face Sheet

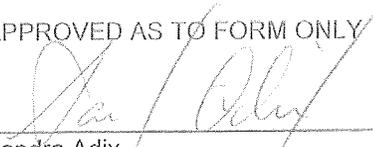
<b>Project Special Terms and Conditions</b> .....	5
1.    Billing Procedures and Payment.....	5
2.    Contract Management.....	5
3.    Contract Period .....	6
4.    Historical or Cultural Artifacts .....	6
5.    Insurance .....	6
6.    Order of Precedence .....	8
7.    Reimbursement.....	8
<b>Program Special Terms and Conditions</b> .....	9
1.    Definitions.....	9
2.    Copyright Provisions .....	9
3.    Interest on CERB Funds .....	9
4.    Notice .....	9
5.    Performance Reporting .....	10
6.    Project Completion.....	10
7.    Project Performance.....	10
8.    Restrictions on Conversion of Facility to Other Uses.....	10
9.    Subcontracting .....	10
<b>General Terms and Conditions</b> .....	11
1.    Definitions.....	11
2.    Allowable Costs .....	11
3.    All Writings Contained Herein .....	11
4.    Amendments .....	11
5.    Americans with Disabilities Act (ADA).....	11
6.    Approval .....	11
7.    Assignment.....	11
8.    Attorney's Fees.....	11
9.    Audit .....	12
10.   Code Requirements.....	12
11.   Confidentiality/Safeguarding of Information.....	13
12.   Conformance .....	13
13.   Copyright Provisions.....	13
14.   Disallowed Costs .....	14
15.   Disputes .....	14
16.   Duplicate Payment.....	14
17.   Ethics/Conflicts of Interest .....	14
18.   Governing Law and Venue .....	14
19.   Indemnification .....	14
20.   Independent Capacity of the Contractor.....	15
21.   Industrial Insurance Coverage .....	15
22.   Laws .....	15
23.   Licensing, Accreditation and Registration .....	16
24.   Limitation of Authority .....	16
25.   Local Public Transportation Coordination.....	16
26.   Noncompliance With Nondiscrimination Laws.....	16
27.   Political Activities .....	16
28.   Prevailing Wage Law .....	16
29.   Prohibition Against Payment of Bonus or Commission.....	16
30.   Publicity .....	16

31. Recapture ..... 17  
32. Records Maintenance ..... 17  
33. Registration With Department of Revenue ..... 17  
34. Right of Inspection ..... 17  
35. Savings ..... 17  
36. Severability ..... 17  
37. Subcontracting ..... 17  
38. Survival ..... 18  
39. Taxes ..... 18  
40. Termination for Cause/Suspension ..... 18  
41. Termination for Convenience ..... 18  
42. Termination Procedures ..... 18  
43. Waiver ..... 19

Attachment A, Scope of Work ..... 20  
Attachment B, Budget ..... 21  
Attachment C, Signed Certification Page of Application Form ..... 22  
Attachment D, Initial Offer of Financial Aid ..... 23  
Attachment E, Pre-Contract Requirements ..... 24  
Attachment F, Planning Study Minimum Requirements ..... 25

Contract Number: S15-790A0-061

Washington State Department of Commerce  
Community Economic Revitalization Board

<b>1. Contractor</b> City of Chelan 135 E Johnson Avenue Chelan, WA 98816		<b>2. Contractor Doing Business As</b>  N/A	
<b>3. Contractor Representative</b> Paul Schmidt City Administrator 509.682.4037 pschmidt@cityofchelan.us		<b>4. CERB Representative</b> Janea Eddy CERB Program Coordinator 360.725.3151 360.664.3029 fax Janea.Eddy@commerce.wa.gov <p style="text-align: right;">P.O. Box 42525 Olympia, WA 98504-2525</p>	
<b>5. Contract Amount</b> \$22,500	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Last Signature	<b>8. End Date</b> Two years from the date of Last Signature
<b>9. Federal Funds (as applicable)</b> N/A		<b>10. Federal Agency</b> N/A	
		<b>CFDA Number:</b> N/A	
<b>10. Tax ID #</b> 91-6001411	<b>11. SWV #</b> SWV0019428-00	<b>12. UBI #</b>	<b>13. DUNS #</b>
<b>14. Contract Purpose</b> A feasibility study to consider the extension of water service for airport improvements, and the potential economic development in the area.			
<ul style="list-style-type: none"> <li>CERB, defined as Community Economic Revitalization Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Signed Certification Page of Application Form, Attachment "D" – Initial Offer of Financial Aid, Attachment "E" – Pre-Contract Requirements, Attachment "F" – Planning Study Minimum Requirements.</li> <li>This Contract shall be approved by the Contractor through its governing body and signed by the official representative of that body and returned to CERB by <u>July 7, 2015</u>.</li> </ul>			
<b>FOR THE CONTRACTOR</b>   _____  Date		<b>FOR CERB</b>  Steve R. Anderson, Chair Community Economic Revitalization Board  _____ Date  APPROVED AS TO FORM ONLY  _____ Sandra Adix Assistant Attorney General <u>8/6/18/2015</u> _____ Date	

PROJECT SPECIAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS

1. **BILLING PROCEDURES AND PAYMENT**

CERB will reimburse Contractor upon receipt and acceptance of properly completed state voucher form and a recap of expenditures form, which shall be submitted to the Representative of CERB not more often than monthly.

The Contractor must submit to CERB a properly completed A-19 form, with all necessary backup documentation. The request must be signed by an official of the Contractor's organization who has the signature authority to submit such requests.

The request for reimbursement must include backup documentation to substantiate the payment being requested. The Contractor must include documentation of material receipts for eligible goods and services. For eligible administrative costs of Contractor staff, the Contractor must include payroll records for reimbursing for salaries and benefits.

All requests for reimbursement shall describe and document, to CERB's satisfaction, a description of the work performed, the progress of the project, and reimbursable costs. Requests for reimbursement shall include the contract reference number S15-790A0-061.

Payment shall be considered timely if made by CERB within thirty (30) calendar days after receipt of properly completed and documented requests for reimbursement. Payment shall be sent to the address designated by the Contractor.

CERB may, in its sole discretion, terminate the contract or withhold reimbursement if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of the scope of work to be completed under this contract shall be made by CERB.

Total funds disbursed shall not exceed actual amounts required for the project described or the amount of the CERB award, whichever is the lesser. All funds other than CERB's must be disbursed prior to CERB funds, except where required on a matching basis by other federal or state programs. If a combination loan and grant is approved, under no circumstances will payment be made from the grant portion prior to disbursement of funds from the loan portion. CERB will not recognize any requests for project costs overruns. No payments will be made except as expressly provided herein.

CERB shall withhold ten (10) percent of the total funding award until project completion and acceptance by CERB of the final Project Completion Report.

Duplication of Billed Costs

The Contractor shall not bill CERB for work under this Agreement, and CERB shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Access to Work and Records

All property, facilities, and records developed pursuant to this agreement shall be available for inspection upon request during regular business hours by CERB or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to CERB immediately upon request. This paragraph shall be included in any and all subcontracts let by the Contractor under this agreement.

2. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representatives for CERB and the Contractor and their respective contact information, are identified on the Face Sheet of this Contract.

PROJECT SPECIAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS

3. CONTRACT PERIOD

- A. The effective date of this Contract is the date of last signature.
- B. Costs to be reimbursed by CERB under this Contract are those eligible costs incurred during the performance of the Contract work specified in Attachment "A" on or after January 15, 2015, the date of the Initial Offer of Financial Aid, as specified in Attachment "D."

4. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 05-05 "Archaeological and Cultural Resources", effective November 10, 2005. To the extent that Executive Order 05-05 may apply to a project approved by CERB, the Contractor will cooperate with CERB to undertake necessary compliance under the Order. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Contractor shall immediately stop construction, make a reasonable effort to protect the area from further disturbance, notify the local or Tribal historical preservation office, as appropriate, and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. In the event that human remains or suspected human remains are discovered at the Project site during construction or rehabilitation Contractor shall immediately stop construction and shall immediately cease any activity which may cause further disturbance, make a reasonable effort to protect the area from further disturbance, and report the presence and location of the remains to the coroner and local law enforcement in the most expeditious manner possible.

5. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect CERB should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, CERB, and its agents, officers, and employees as additional insured under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give CERB thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to CERB within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**PROJECT SPECIAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name CERB as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at CERB's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that CERB will be provided thirty (30) days advance written notice of cancellation.

**SELF-INSURED CONTRACTORS ONLY**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from CERB, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CERB, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to CERB a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury or disease.

**Additional Provisions:**

**Excess Coverage.** By requiring insurance herein, CERB does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to CERB in this Agreement.

**Unemployment and Industrial Insurance.** The Contractor shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this contract. CERB will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of this contract.

**Protection of Project Property, Contractor's Assumption of Risk.**

The Contractor shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this contract. The entire work of the Contractor shall be at the sole risk of the Contractor. The Contractor may elect to secure fire, extended coverage and vandalism insurance or all-risk insurance to cover the project work during the course of construction.

The Contractor shall take all necessary precautions for the safety of employees working on the project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

**PROJECT SPECIAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Project Special Terms and Conditions
- Program Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Signed Certification Page of Application Form
- Attachment D – Initial Offer of Financial Aid
- Attachment E – Pre-Contract Requirements

**7. REIMBURSEMENT**

CERB shall reimburse Contractor in an amount not to exceed **\$22,500** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's reimbursement shall be in accordance with the terms of this agreement.

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the scope of work.

The Board will pay the Contractor after the Contractor has completed the work described in this Contract and the Contractor has sent the Board properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the contract or withhold reimbursement if the Contractor fails to satisfactorily comply with any term or condition of this contract.

The Board will make no payments in advance or in anticipation of completion of work described in this Contract.

Total amounts paid under this Contract shall be the lesser of actual amounts required for the work described in this Contract or the amount of the Board award.

Twenty five percent (25%) of matching funds for the public project must be spent prior to drawing Board funds. Subsequently, matching funds must be spent in concert with the CERB award, dollar for dollar (\$1 CERB award to \$1 matching funds) until the CERB award or matching funds are exhausted.

The Board shall withhold ten percent (10%) of the total funding award until project completion and acceptance of the final Project Completion Report by the Board.

**PROGRAM SPECIAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**1. DEFINITIONS**

- A. "Initial Offer of Financial Aid" shall mean the written offer of financial assistance offered by CERB and accepted by the Contractor.
- B. "Project" shall mean the project approved for funding by CERB, as described in Attachment "A" – Scope of Work.
- C. "Project Completion Report" shall mean the report provided by CERB to the Contractor to be submitted upon the completion of the CERB-funded project.

**2. COPYRIGHT PROVISIONS**

Notwithstanding the provisions of General Term and Condition 13, COPYRIGHT PROVISIONS, of this contract, the Contractor has ownership rights in all data and blueprints that the Contractor produces under this contract, subject to the CERB right to royalty free use of these materials.

**3. INTEREST ON CERB FUNDS**

In those cases where funds have been disbursed by CERB, and the funds are not expended within thirty (30) days due to other circumstances, the Contractor shall owe the interest on all unexpended funds past thirty (30) days. All interest accruing on such funds shall inure to the benefit of CERB. Interest shall accrue at the same rate that the funds would have earned in the CERB Account held by the State Treasury Department.

**4. NOTICE**

All notices, demands, requests, consents, approvals, and other communication which may be or are required to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

- a) Notice to CERB:  
Washington State Department of Commerce  
Community Economic Revitalization Board (CERB)  
1011 Plum St SE  
P.O. Box 42525  
Olympia, WA 98504-2525
- b) Notice to Contractor:  
Paul Schmidt  
City Administrator  
City of Chelan  
135 E Johnson Ave  
Chelan, WA 98816

or to such other official or addresses the Contractor shall have furnished to CERB in writing.

**5. PERFORMANCE REPORTING**

The Contractor shall submit progress reports as required by CERB. The Contractor shall also report, in writing any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any CERB assistance needed to resolve the situation.

Upon final request for reimbursement, the Contractor shall submit a Project Completion Report to CERB, signed by the Contractor's responsible party, which shall include, but not be limited to, an accounting of all expenditures, a description of work accomplished, further refinement of private sector permanent employment impacts, etc. (format to be provided by CERB).

**PROGRAM SPECIAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

After submission of the Project Completion Report, the Contractor shall continue, for up to five years or as may be required by CERB, to provide updates on the economic impact of the project. The updates shall be in a format acceptable to CERB and describe, but not be limited to:

- Number and types of businesses assisted by the project
- Private sector employment and private investment activity resulting from the project
- Wages and health benefits associated with the private sector employment
- Amount of state funds and total capital invested in the project
- Local fund match and local participation in the project
- Transportation infrastructure available for the completed project

**6. PROJECT COMPLETION**

The project shall be completed within two (2) years from the date of contract execution, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement CERB determines that project performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Contract can be completed for the balance then unpaid, CERB reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 40 and 41 of this agreement.

**7. PROJECT PERFORMANCE**

The Contractor's performance shall commence within six months after execution of the Final Contract, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to "Special Conditions".

If at any time during the term of this agreement CERB determines that project performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Contract can be completed for the balance then unpaid, CERB reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under Articles 40 and 41 of this agreement.

**8. RESTRICTIONS ON CONVERSION OF FACILITY TO OTHER USES**

The Contractor shall not convert any property or facility acquired or developed pursuant to this agreement to uses other than those for which CERB assistance was originally approved for a period of 10 years without the prior written approval of CERB. If CERB no longer exists at the time of the proposed conversion, such written approval must be obtained from the Governor's Office, or from an agency designated by the Governor's Office.

In the event that the Contractor converts any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand.

**9. SUBCONTRACTING**

Notwithstanding the provisions of General Term and Condition 37, SUBCONTRACTING, of this contract, the term "Contracting" shall not refer to subcontracting of the actual planning project

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Community Economic Revitalization Board, as authorized under RCW 43.160.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures up to the maximum amount stated on the Contract Declarations Page or Amendment Face Sheet.

**3. ALL WRITINGS CONTAINED HEREIN**

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

**4. AMENDMENTS**

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

**5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. APPROVAL**

This contract shall be subject to the written approval of the Board as evidenced by the signature of the Board's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and cost.

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
  2. All material produced by the Contractor that is designated as "confidential" by the Board; and
  3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**12. CONFORMANCE**

If any provision of this contract 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.

**13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**14. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**15. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and,
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**16. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

**17. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

**18. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**19. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the State and all officers, agents and employees of the State, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officers.

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officers, agents or employees.

**20. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties acknowledge and agree that the Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**21. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**22. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state and federal governments, as now or hereafter amended including, but not limited to:

**Washington State Laws and Regulations**

- A. Affirmative action, Section 41.06.020 (11) RCW.
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, Section 4.24.264 RCW.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

**23. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract on behalf of the Board.

**25. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**27. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

**31. RECAPTURE**

In the event that the Contractor fails to perform the work or otherwise carry out its duties under this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract, if any.

**32. RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

**35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**36. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

**37. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

**GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS**

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**38. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**40. TERMINATION FOR CAUSE / SUSPENSION**

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law.

**41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**42. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Upon termination of the Contract, the Board shall pay the Contractor for any reimbursable expenses incurred prior to the date of termination, provided a properly submitted and documented request for reimbursement is timely submitted. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

GENERAL TERMS AND CONDITIONS  
CAPITAL-RELATED  
STATE FUNDS

**43. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

### Scope of Work

Contractor: City of Chelan

Summary: A feasibility study to consider the extension of water service for airport improvements, and the potential economic development in the area.

Activities: (All activities will be completed no later than 2 years from contract execution.)

The scope of work will include:

- Task 1: Economic Feasibility Analysis
- Task 2: Alternative Analysis
- Task 3: Project Report
- Task 4: Management Reserve

Deliverables:

- Copy of the completed study funded under this agreement.
- Final Project Report. Report format to be provided by CERB.
- Progress Reports.

Progress reports will be submitted on a quarterly schedule to CERB. The following dates establish this reporting schedule:

- October 15, 2015
- January 15, 2016
- April 15, 2016
- July 15, 2016
- October 15, 2016
- January 15, 2017
- April 15, 2017
- July 15, 2017

**Budget**

- A. CERB Award
  - Grant of \$22,500

B. Budget

The budget shall consist of the following elements:

	CERB Award	Other Funds	Total
1. Feasibility Study	\$22,500	\$7,500	\$30,000
TOTAL	\$22,500	\$7,500	\$30,000

Special Budget Provisions:

A total amount of transfers of funds between line item budget categories in this Contract shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a Contract amendment by the Contractor and CERB.

A sum of ten (10) percent of CERB funds shall be withheld until all activities and final products defined in Attachment "A" have been successfully completed by the Contractor and accepted fully by CERB.

**Signed Certification Page of Application Form**

**RESOLUTION NO. 2014-1284**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CHELAN, WASHINGTON  
AUTHORIZING THE SUBMITTAL OF A  
CERB PLANNING STUDY GRANT  
APPLICATION TO EXTEND WATER  
SERVICE TO THE LAKE CHELAN  
AIRPORT FOR ECONOMIC  
DEVELOPMENT PURPOSES**

---

**WHEREAS**, the Lake Chelan Airport is jointly owned by the City of Chelan and the Chelan County Port District; and

**WHEREAS**, the City of Chelan is granted the operation responsibilities of the Lake Chelan Airport by an interagency agreement; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District recognize the economic benefits that are derived from the Lake Chelan Airport; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District further recognize the possible increase in greater economic benefits the Lake Chelan Airport can provide if public water service is extended to the Lake Chelan Airport; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District desire to analyze more specifically those economic markets and industries that could be identified for economic expansion at the Lake Chelan Airport if public water service is extended; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District also desire to determine the most cost feasible option to extend public water service to the Lake Chelan Airport; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District deem a CERB Planning Study would be a preferred means to undertake an economic feasibility study for the Lake Chelan Airport; and

**WHEREAS**, on November 6, 2014 the Chelan County Port District Board pledged \$2,500 of matching fund contributions for a CERB Planning Study Grant application for extending public water service to the Lake Chelan Airport; and

**WHEREAS**, on November 13, 2014 the City of Chelan pledged \$5,000 of matching fund contributions for a CERB Planning Study Grant application for extending public water service to the Lake Chelan Airport

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Chelan, Washington, authorizes the Mayor to submit a CERB Planning Study Grant application to undertake an economic feasibility study to extend public water service to the Lake Chelan Airport.

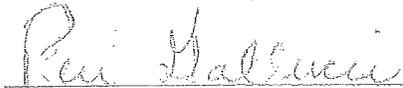
**RESOLVED** by the City Council of the City of Chelan and approved by its Mayor this 25th Day of November, 2014.

CITY OF CHELAN



MAYOR

ATTEST:



City Clerk

**Initial Offer of Financial Aid**

Washington State Department of Commerce  
Community Economic Revitalization Board

Initial Offer of Financial Aid

City of Chelan  
Federal Tax Number: 91-6001411  
Offer Date: January 15, 2015

RECEIVED  
RECEIVED  
February 26, 2015  
Department of Commerce

The Community Economic Revitalization Board (CERB) is authorized by chapter 43.160 RCW to provide funds to political subdivisions to assist in financing the cost of certain public facilities. This Initial Offer of Financial Aid is contingent upon the availability of CERB funds. CERB hereby offers to make funds available to the **City of Chelan**, hereafter referred to as the "Contractor," in order to aid in financing the cost of, **feasibility study to explore the extension of water service for airport improvements**, as described in the application (hereafter collectively referred to as the "Project").

Funds provided shall be in the form of a grant in the maximum principal amount of **\$22,500**, which must have a local cash match in the amount of at least **\$7,500**. Local cash match amounts and sources are identified as:

- a. City of Chelan                      \$2,500 cash
- b. Chelan Airport                      \$2,500 cash
- c. Port of Chelan                      \$2,500 cash

This offer is subject to completion of pre-contract conditions, as described in Attachment E.

A final contract shall be developed by CERB prior to disbursement of funds. No project costs incurred prior to the execution of this offer will be reimbursed by CERB. In the event a final contract is not executed, no CERB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB by **February 27, 2015**.

ACCEPTANCE

FOR CERB

Steve R. Anderson

Steve R Anderson, Chair  
Community Economic Revitalization Board

Date: 2/23/2015

FOR THE CONTRACTOR

Robert Goedde

Name: Robert Goedde

Title: Mayor

Date: 2/13/15

### **Pre-Contract Requirements**

This agreement is contingent upon CERB receiving acceptable documentation that the following pre-contract requirements have been completed:

1. Scope of Work
2. Evidence that consultant services have been selected to complete the study.
3. Evidence that the \$7,500 cash match is in place, from the following or alternate sources:
  - City of Chelan \$5,000 CASH
  - Port of Chelan \$2,500 CASH

**EXHIBIT A**  
**Scope of Work**  
**City of Chelan**  
**Preliminary Evaluation of**  
**Water Service to Airport**  
 January 2015

---

### Background

The City of Chelan (City) is interested in extending water service to the Chelan Municipal Airport (Airport) to provide fire flow for economic development. Because of the distance from the City, and the probability of rock along a pipeline route, alternative options for providing water service should be investigated. RH2 Engineering, Inc., (RH2) has prepared this Scope of Work to review the feasibility of various options for providing domestic water service to this area.

### Task 1 – Economic Feasibility Analysis

**Objective:** Work with the Port, the City Chamber of Commerce, the Washington State Employment Security Department, and other local agencies to meet the Community Economic Revitalization Board (CERB) Planning Study minimum requirements.

#### Approach:

- 1.1 Perform a product market analysis linked to economic development.
- 1.2 Develop a market strategy containing action elements linked to timelines.
- 1.3 Work with local stakeholders to identify targeted industries.
- 1.4 Identify the group responsible for implementing the marketing strategy. Provide a description of the group's capabilities.
- 1.5 Assess the site's appropriateness for development. Assess zoning, probable affects to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
- 1.6 Provide a location analysis of other adequately-served vacant industrial land in Chelan County.
- 1.7 Assess available methods to secure funding for the public facilities improvements within a given time frame.
- 1.8 Provide an analysis of how the project will assist local economic diversification efforts.
- 1.9 Indicate the specific issues that will be addressed.
- 1.10 List one or more economic outcomes that the City expects from the proposed CERB project.
- 1.11 Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what the City expects to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
- 1.12 Describe what data the City will collect to determine whether the outcome is being achieved.
- 1.13 Describe the data collection procedure including when data will be collected, from whom and by whom.
- 1.14 Provide the estimated median hourly wage of the jobs created when development occurs.
- 1.15 Assuming the project is determined to be feasible, provide the following information within the

City of Chelan  
Preliminary Evaluation of Water Service to Airport

Exhibit A  
 Scope of Work

final report:

- Total estimated jobs created in full-time equivalent (FTEs).
  - Describe benefits offered to employees.
  - Describe the median hourly wage of the new jobs in relation to the median hourly County wage.
  - The County three (3) -year unemployment rate in relation to the state rate.
  - County population change in the last five (5) years.
  - The estimated jobs created represent what percentage of the County's labor force.
  - The estimated jobs created represent what percentage of the County's unemployed workers.
- 
- Estimated new annual state and local revenue generated by the private business.

Provided by the City:

- Input on possible development.

Assumptions: *Most of this task will be performed by Pole Star Consulting.*

RH2 Deliverables:

- Draft and finalize economic feasibility section and incorporate into the Planning Study Report.

Task 2 – Alternatives Analysis

**Objective:** Identify specific project requirements. Identify available data. Determine feasible alternatives to provide service to the Airport. *Distribution piping at and around the Airport will not be included in this analysis.* Provide conservative budget-level cost estimates for each alternative. Determine key constraints and issues of each alternative, including water quality. Investigate three (3) alternatives, including the following:

Alternative 1: Large-diameter pipe, as required, to provide fire flow from the City's existing system.

Alternative 2: Small-diameter pipe to serve a new reservoir near the Airport.

Alternative 3: Stand-alone water system at the Airport, including a well, a reservoir, and primary transmission pipes.

Provide results in a letter report and include in the Planning Study Report.

Approach:

- 2.1 Outline possible service area and estimate possible demands, including fire flow. Desired fire flow is 3,500 gallons per minute (gpm).
- 2.2 Collect existing well data and available topographic data from the City. Review the City's Water System Plan (WSP) for existing facilities and water rights.
- 2.3 Determine requirements for Alternative 1, including estimating storage requirements if existing storage does not meet the projected needs.
- 2.4 Include considerations of adding storage in the City and the effects on fire flow within the city core and surrounding industrial and commercially-zoned lands.
- 2.5 Provide a budget-level estimate of costs for Alternative 1.
- 2.6 Determine possible locations and overall feasibility of siting a new reservoir in the vicinity of the

City of Chelan  
 Preliminary Evaluation of Water Service to Airport

Exhibit A  
 Scope of Work

Airport.

- 2.7 Determine requirements for Alternative 2, including constructing a new reservoir near the Airport. Provide a budget-level estimate of costs.
- 2.8 Determine requirements for Alternative 3, including a well and a reservoir. Include a brief summary of possible water rights issues. Provide a budget-level estimate of costs.
- 2.9 Develop a sketch showing the three (3) alternatives. Provide a draft letter report comparing the alternatives and relative costs.
- 2.10 Meet with the City's Public Works Department to discuss fire flow improvements. Meet with the City Administrator to discuss finding(s). Finalize the letter based on the results of the discussion. Letter will include recommendations for the City's preferred alternative.

*Assumptions: Demand analysis will be very preliminary and will be based on direction from the City on development potential. The cost estimates will be conservative due to the large number of unknowns. Irrigation water will not be used to provide fire flow.*

Provided by the City:

- Marked-up map showing desired development.

RH2 Deliverables:

- Draft and final analysis in a letter report.

**Task 3 – Project Report**

Objective: Develop the project report, as described in the 2009 *Water System Design Manual*.

Approach:

- 3.1 Determine storage requirements with the City. Check adequacy of supply against projected demands.
- 3.2 Work with the City to determine the desired location for a new reservoir. Perform limited hydraulic modeling to determine other system improvements required to serve the Airport from the new tank. Determine if a surge analysis will be required during final design.
- 3.3 Perform sizing of pumps, valves, and other system components. Determine telemetry requirements.
- 3.4 Identify land and right-of-way acquisition requirements.
- 3.5 Provide updated cost estimates.
- 3.6 Provide a project description, as required for a project report. Prepare a state environmental policy act (SEPA) checklist for the project report (as a nonproject action per SEPA).

City of Chelan  
Preliminary Evaluation of Water Service to Airport

Exhibit A  
Scope of Work

- 3.7 Develop an implementation schedule.
- 3.8 Provide design criteria applicable to the project not included in the City's WSP.
- 3.9 Discuss operation and maintenance (O&M) considerations, including descriptions of routine operation, preventive maintenance tasks and frequencies, and estimated costs of O&M for the facility.
- 3.10 Discuss legal considerations pertinent to the project, including property ownership, rights-of-ways, and permits required.
- 3.11 Determine permitting requirements with the City.
- ~~3.12 Prepare a draft report that addresses the components of a project report as required in the Washington State Department of Health (DOH) *Water System Design Manual*. Submit for review by the City and for internal QA/QC review.~~
- 3.13 Incorporate the City's comments and the internal review comments, and submit report to DOH.
- 3.14 Finalize the report based on DOH comments, and provide one (1) copy to DOH, and two (2) copies to the City.
- 3.15 Provide project management for the RH2 team, including invoice review, budget tracking, staffing, and file management.

**Assumptions:** *A new source will not be required. If a new source is required, significant additional effort would be required. Alternative 1 will be the most cost effective option.*

Provided by the City:

- Review of Project Report.

RH2 Deliverables:

- Draft and final project report.

Task 4 – Management Reserve

Objective: Perform other work not currently identified.

Approach:

- 4.1 Perform additional tasks as identified during the execution of Tasks 1 through 3 meant to increase the viability of the project.

Project Schedule

Tasks 1 and 2 will be completed within sixty (60) days of authorization to proceed. Task 3 will be completed within ninety (90) days following completion of Task 2.



**EXHIBIT C  
 RH2 ENGINEERING, INC.  
 SCHEDULE OF RATES AND CHARGES**

**2014 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$201.00	Technician	IV	\$132.00
Professional	VIII	\$201.00	Technician	III	\$124.00
Professional	VII	\$192.00	Technician	II	\$93.00
			Technician	I	\$86.00
Professional	VI	\$181.00			
Professional	V	\$171.00	Administrative	V	\$125.00
Professional	IV	\$163.00	Administrative	IV	\$102.00
			Administrative	III	\$87.00
Professional	III	\$150.00	Administrative	II	\$73.00
Professional	II	\$142.00	Administrative	I	\$63.00
Professional	I	\$133.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

## EXHIBIT D

## AIP Contract Provisions

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BUY-AMERICAN-CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

**GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

## EXHIBIT D continued

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

EXHIBIT D continued

exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

The following provisions are hereby incorporated by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

EXHIBIT D continued

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

The following provisions are hereby incorporated by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

## EXHIBIT D continued

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

## EXHIBIT D continued

- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

---

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made in duplicate by and between the CITY OF CHELAN, a Washington municipal corporation (the "CITY") and RH2 Engineering, Inc., a Washington corporation (the "SERVICE PROVIDER").

WHEREAS, the CITY desires to complete the Preliminary Evaluation of Water Service to Airport (the "Project") which requires specialized skills and other supportive capabilities which the CITY is not able to provide; and

WHEREAS, the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise to perform the services and/or tasks set forth in this Agreement for the Project.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services") as detailed in *Exhibit "A"*. All Services shall be provided according to the care and skill ordinarily used by members of the SERVICE PROVIDER'S profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.
2. Term. This Agreement is effective upon execution by the Mayor. The SERVICE PROVIDER shall begin and complete the provision of the Services, unless sooner terminated according to this Agreement, as follows:

Commencement Date:	Reference <b>Exhibit A</b>
Completion Date:	Reference <b>Exhibit A</b>

3. Compensation and Method of Payment.

- 3.1 Compensation. The City shall pay the SERVICE PROVIDER on a Time and Expense basis. Time will be according to the rates shown in *Exhibit "B"*. Expenses are defined as costs incurred by the SERVICE PROVIDER, other than payroll costs, which are directly attributable to the performance of the Services and include mileage and related expenses, long-distance telephone, facsimile, postage and delivery, and other expenses incurred in the direct interest of the Services. Expenses shall also include technical or professional services obtained by the SERVICE PROVIDER upon prior approval of the City that are needed by the SERVICE PROVIDER to complete the Services. Such costs shall be the reimbursed by the City to the SERVICE PROVIDER, plus an additional amount for the SERVICE PROVIDER, as set out in *Exhibit "C"*, but no greater than 10%.

- 3.2 Billing and Payment. No payment shall be made for any Service rendered by the SERVICE PROVIDER except for Services and expenses identified in this Agreement. The SERVICE PROVIDER will transmit invoices to the City no more often than once each month, for the Services and expenses provided pursuant to this Agreement. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed and the compensation shall be determined using the rates set out in *Exhibit "B"*, and shall include a report generally describing the progress of the Services and the Project. Payment for the amount stated on the invoice shall be due thirty (30) days from the receipt of the invoice by the City, and amounts not paid when due shall accrue interest at the rate of one percent (1%) per month.
- 
4. Information. The SERVICE PROVIDER shall furnish to the CITY within a reasonable time such statements, records, reports, data, and information as the CITY may request pertaining to the Services and the Project.
5. Independent Contractor Relationship.
- 5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.
- 5.2 In the performance of the Services the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the Services, however, the results of the Services be approved by the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.
6. Hold Harmless/Indemnification.
- 6.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees, contractors and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the negligence of the CITY.

6.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7. Insurance. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services by the SERVICE PROVIDER, its agents, representatives, or employees.

7.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession, with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

7.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7.4 Verification of Coverage. SERVICE PROVIDER shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the Services.

8. Ownership of Property.

8.1 City's Property. All property furnished by the CITY for the use of the SERVICE PROVIDER shall remain the property of the CITY.

8.2 Instruments of Service. All documents, including drawings and specifications, prepared by the SERVICE PROVIDER pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the City upon payment of the SERVICE PROVIDER fee by the City. The SERVICE PROVIDER shall provide the City with reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the SERVICE PROVIDER to be suitable for reuse by the City or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the City will be at the City's sole risk and without liability or legal exposure to the SERVICE PROVIDER, and the City shall indemnify and hold the SERVICE PROVIDER harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

9. Compliance with Laws.

9.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

9.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

10. Nondiscrimination. Because The CITY is an equal opportunity employer:

10.1 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

10.2 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

10.3 Assignment. If any assignment or subcontracting has been authorized by the CITY, the assignment or subcontract shall include appropriate safeguards against discrimination.

11. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

11.1 By signing the agreement below, the SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 11.1(b) of this certification; and
- d. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

11.2. Where the SERVICE PROVIDER is unable to certify to any of the statements in this certification, such SERVICE PROVIDER shall attach an explanation to this proposal.

12. Assignment/subcontracting.

- 12.1 The SERVICE PROVIDER shall not assign its performance of the Services or any portion of this Agreement without the City's prior written consent of not less than thirty (30) days. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Maintenance and Inspection of Records.

- 13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times

to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- 13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. Termination.

14.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all Services provided under this Agreement through the date of termination.

14.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such failure or noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default and the date of the termination. The SERVICE PROVIDER will only be paid for Services performed in accordance with this Agreement through the date of termination.

15. Notice. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

16. Attorneys Fees and Costs. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit commences, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

17. Jurisdiction and Venue.

17.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by laws of the State of Washington, both as to interpretation and performance.

17.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Chelan County, Washington.

- 18. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.
- 19. Entire Agreement. This Agreement, including the Exhibits attached, is the complete and exclusion expression of the agreement between them and shall bind their successors and assigns. Any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The parties recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a party.

CITY:

SERVICE PROVIDER:

CITY OF CHELAN  
PO Box 1669  
Chelan, WA 98816

  
 \_\_\_\_\_  
 Robert E. Goedde, Mayor  
 \_\_\_\_\_ 2/13, 2015

  
 \_\_\_\_\_  
 Randy Asplund  
 Director 1/30, 2015

Attest:

  
 \_\_\_\_\_  
 Peri Gallucci, City Clerk

**RESOLUTION NO. 2014-1284**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CHELAN, WASHINGTON  
AUTHORIZING THE SUBMITTAL OF A  
CERB PLANNING STUDY GRANT  
APPLICATION TO EXTEND WATER  
SERVICE TO THE LAKE CHELAN  
AIRPORT FOR ECONOMIC  
DEVELOPMENT PURPOSES**

---

**WHEREAS**, the Lake Chelan Airport is jointly owned by the City of Chelan and the Chelan County Port District; and

**WHEREAS**, the City of Chelan is granted the operation responsibilities of the Lake Chelan Airport by an interagency agreement; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District recognize the economic benefits that are derived from the Lake Chelan Airport; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District further recognize the possible increase in greater economic benefits the Lake Chelan Airport can provide if public water service is extended to the Lake Chelan Airport; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District desire to analyze more specifically those economic markets and industries that could be identified for economic expansion at the Lake Chelan Airport if public water service is extended; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District also desire to determine the most cost feasible option to extend public water service to the Lake Chelan Airport; and

**WHEREAS**, the respective legislative boards of the City of Chelan and the Chelan County Port District deem a CERB Planning Study would be a preferred means to undertake an economic feasibility study for the Lake Chelan Airport; and

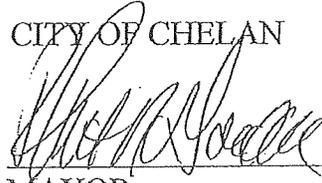
**WHEREAS**, on November 6, 2014 the Chelan County Port District Board pledged \$2,500 of matching fund contributions for a CERB Planning Study Grant application for extending public water service to the Lake Chelan Airport; and

**WHEREAS**, on November 13, 2014 the City of Chelan pledged \$5,000 of matching fund contributions for a CERB Planning Study Grant application for extending public water service to the Lake Chelan Airport

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Chelan, Washington, authorizes the Mayor to submit a CERB Planning Study Grant application to undertake an economic feasibility study to extend public water service to the Lake Chelan Airport.

**RESOLVED** by the City Council of the City of Chelan and approved by its Mayor this 25th Day of November, 2014.

CITY OF CHELAN

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk

### **Planning Study Minimum Requirements**

The planning study must contain the following **minimum requirements**:

- a. A product market analysis linked to economic development.
- b. A market strategy containing action elements linked to timelines.
- c. Identification of targeted industries.
- d. Identification of the group responsible for implementing the marketing strategy. Describe the group's capacity to complete the responsibility.
- e. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
- f. A location analysis of other adequately served vacant industrial land.
- g. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
- h. An analysis of how the project will assist local economic diversification efforts.
- i. Indicate the specific issues that will be addressed.
- j. List one or more economic outcomes that you expect from the proposed CERB project.
- k. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
- l. Describe what data you will collect to determine whether the outcome is being achieved.
- m. Describe the data collection procedure including when data will be collected, from whom and by whom.
- n. The estimated median hourly wage of the jobs created when development occurs.
- o. If the project is determined to be feasible, the following information must be provided within the final report:
  1. Total estimated jobs created (in FTEs).
  2. Describe benefits offered to employees.
  3. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
  4. The county three-year unemployment rate in relation to the state rate.
  5. County population change in the last five years.
  6. The estimated jobs created represent what percentage of the county's labor force.
  7. The estimated jobs created represent what percentage of the county's unemployed workers.
  8. Estimated new annual state and local revenue generated by the private business.
  9. Estimated private investment generated by project.



**Department of Commerce**  
Innovation is in our nature.

**Summit to Sea – National Disaster Resilience Competition**

**Letter of Intent**

The Washington State Department of Commerce is seeking eligible projects for National Disaster Resilience Competition (NDRC) funding to accomplish the proposed Summit to Sea (S2S) goals of building resilient floodplains and thriving communities. Submit this form by June 10<sup>th</sup> for each project to be considered for inclusion in the state’s NDRC Phase 2 proposal.

This is not an application. If Commerce is invited to submit a NDRC Phase 2 proposal and if your project appears eligible, additional application steps and documentation will be required.

Applicant			
<b>Jurisdiction/Organization Name:</b>			
<b>Contact Person:</b>			
<b>Phone:</b>		<b>Email:</b>	
Project Description			
<b>Project Name:</b>			
<b>Project Location:</b>			
<b>Project Cost (est):</b>		\$	
<b>Provide a brief project description:</b> <i>(Link to CDBG eligible activities)</i>			
<b>Describe how the project builds disaster resilience in the Tacoma/Puyallup Metropolitan target area:</b> <i>(Link to map)</i> <i>(Note: The project does not need to be necessarily located in the target area)</i>			
<b>Check the applicable activity type(s) for at least 1 of the 3 focus areas:</b>			
<b>Ecosystem Health</b> <input type="checkbox"/> Reconnect floodplains <input type="checkbox"/> Reduce physical barriers to stream flow <input type="checkbox"/> Improve stormwater management with green infrastructure <input type="checkbox"/> Increase urban tree density <input type="checkbox"/> Other _____		<b>Economic Resilience</b> <input type="checkbox"/> Support small businesses <input type="checkbox"/> Incentivize flood insurance <input type="checkbox"/> Improve critical infrastructure <input type="checkbox"/> Provide work training and experience <input type="checkbox"/> Other _____	

<b>Community Cohesion and Engagement</b>	
<input type="checkbox"/> Enhance public outreach, input and participation	<input type="checkbox"/> Foster community leaders and networks
<input type="checkbox"/> Provide technical and educational resources	<input type="checkbox"/> Develop adaptable engagement tools
	<input type="checkbox"/> Other _____
<b>Check at least 1 local and 1 regional or state plan that supports the project:</b>	
<b>Local</b>	
<input type="checkbox"/> GMA Comprehensive Plan	<input type="checkbox"/> Economic Development Plan
<input type="checkbox"/> County Hazard Mitigation Plan	<input type="checkbox"/> Infrastructure System Plan
<input type="checkbox"/> Resilience Plan	<input type="checkbox"/> Other _____
<b>Regional</b>	<b>State</b>
<input type="checkbox"/> PSRC Vision 2040	<input type="checkbox"/> Integrated Climate Change Response Strategy
<input type="checkbox"/> Watershed Plan	<input type="checkbox"/> Enhanced Hazard Mitigation Plan
<input type="checkbox"/> Other _____	<input type="checkbox"/> Resilient Washington State
	<input type="checkbox"/> WSDOT Strategic Plan (3.2)
	<input type="checkbox"/> Other _____
<b>Check at least 1 box and describe how the project might meet 1 of the 3 CDBG National Objectives:</b> <i>(Link to guidance)</i>	
<b>1) Benefit to Low- and Moderate-Income (LMI) Persons: (Preferred objective)</b>	
<input type="checkbox"/> Area Benefit <i>Benefits everyone in a defined area and at least 51% of persons in area are LMI.</i>	
<input type="checkbox"/> Limited Clientele <i>Targets assistance for LMI persons, vulnerable populations, or microenterprises.</i>	
<input type="checkbox"/> LMI Housing <i>Results in affordable and decent housing occupied by LMI households.</i>	
<input type="checkbox"/> LMI Jobs <i>Results in direct creation of jobs available to LMI persons.</i>	
<b>2) Prevention or elimination of slums or blight</b>	
<input type="checkbox"/> <i>On a spot basis, such as a building, or an area basis</i>	
<b>3) Address a community development need facing a particular urgency:</b>	
<input type="checkbox"/> <i>Alleviates existing conditions that pose a serious and immediate threat to health and welfare.</i>	

**Draft Timeline**

<b>June 10, 2015</b>	<b>Email the Letter of Intent to:</b> <a href="mailto:jill.nordstrom@commerce.wa.gov">jill.nordstrom@commerce.wa.gov</a>
<b>July 2015</b>	Project review and selection
<b>August 2015</b>	Applicant submits letter of commitment, full scope of work and budget, and qualification documentation
<b>September 2015</b>	Draft S2S Phase 2 proposal for review
<b>October 2015</b>	Commerce submits S2S Phase 2 proposal
<b>December 2015</b>	HUD decision
<b>Early 2016</b>	Award and contract execution

**Do not submit a project if the timeline above or any of the following federal compliance areas may present timing or capacity challenge that cannot be addressed:**

- National Environmental Policies Act (NEPA) environmental review
- Section 106, National Historic Preservation Act consultation
- Procurement (24 CFR Part 85.36)
- Davis Bacon and Related Acts (prevailing wage)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR Part 200)

**S2S Contact**

Jill Nordstrom, Washington State Dept of Commerce  
[jill.nordstrom@commerce.wa.gov](mailto:jill.nordstrom@commerce.wa.gov)  
 (360) 725-3167      FAX (360) 586-8440      1011 Plum Street SE, Olympia WA 98504-2525

**NDRC Background**

The US Department of Housing and Urban Development’s National Disaster Resilience Competition (NDRC) supports disaster recovery and innovative resilience projects at the local level that tie-back to 2011-2013 disaster events. The goal of the NDRC is to encourage communities to adopt policy changes and activities that plan for the impacts of extreme weather, climate change and rebuild affected areas to be better prepared for the future. The NDRC is structured in 2 phases and Washington State Department of Commerce, in partnership with other state, regional and local partners, has developed and submitted its Phase 1 proposal. Phase 1 includes the state’s concept, approach and target areas’ threshold documentation. Click [here](#) to review the state's Summit to Sea Collective (S2S) NDRC Phase 1 proposal and supporting documentation. If invited by HUD in June 2015, Commerce and its S2S partners will develop and submit in October 2015 its Phase 2 proposal that will outline the specific activities proposed for funding.