11. RESOLUTION NO. R-12-12

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PALOUSE BASIN MONITORING WELL GRANT FROM WASHINGTON STATE DEPARTMENT OF ECOLOGY.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 02/14/12

ACTION REQUESTED:

Authorize the execution of a Palouse Basin Monitoring Well Grant Agreement (Ecology Grant Agreement No. G1200390) funded by the Washington State Department of Ecology's (Ecology) Watershed Planning Implementation and Flow Achievement Capital Funds.

BACKGROUND:

The Palouse Basin Aquifer Committee (PBAC) mission is to ensure a long-term, quality water supply for the Palouse Basin region. One of PBACs goals is to conduct research and advance the understanding of the Palouse Basin hydrogeology, including filling data gaps. The Palouse Basin Monitoring Well project will consist of drilling and completion of four to five monitoring wells in areas in the basin with limited existing hydrogeologic information. This is an important project and high priority for PBAC. Grant funding has been allocated for this project from Ecology. Coordination for the project is being done by PBAC, however a Washington entity needs to be the sponsor for the grant. Pullman is being proposed as the recipient of the grant based on our experience with well drilling construction projects. A Quality Assurance Project Plan and Well Siting study have already been funded by PBAC and prepared for the project. Following execution of the grant agreement, technical specifications and contract documents will be prepared for bidding in the next couple months with construction of the monitoring wells planned for this summer and fall. The City of Pullman will also be the contracting agency for the project and act as a pass-through agency for grant fund distribution. There will be no actual cost to the City of Pullman and no budget amendment will be required.

RECOMMENDATION:

Adopt the attached resolution authorizing the execution of a Palouse Basin Monitoring Well Grant Agreement (Ecology Grant Agreement No. G1200390).

FISCAL IMPACT:

$350,000.00

401.3400.594.34.64.00

BARS Code Number

SUBMITTED BY:

Name Kevin Gardes
Title Deputy Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution No. R-12-12

REVIEWED BY:

	Initial	Date
Department Head	MW	2/7/12
City Supervisor	MW	2/10/12
City Attorney (As to Form)		2-7-12

S.R. #021

RESOLUTION NO. R-12 -12

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PALOUSE BASIN MONITORING WELL GRANT FROM WASHINGTON STATE DEPARTMENT OF ECOLOGY.

WHEREAS, the City Council for the city of Pullman has been advised that there are grant funds available from the Washington State Department of Ecology (WSDOE)for a Palouse Basin Monitoring Well project; and,

WHEREAS, the WSDOE has prepared Ecology Grant Agreement No. G1200390 which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the acceptance of said grant; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to accept and execute Ecology Grant No. G1200390 between the city of Pullman and WSDOE.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2012.

DATED this _____ day of _____, 2012.

_____
Mayor Glenn A. Johnson

ATTEST:

_____
Finance Director
William F. Mulholland

Approved as to Form:

_____
City Attorney Laura D. McAloon

GRANT G1200390
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
and
THE CITY OF PULLMAN

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology (P.O. Box 47600, Olympia, Washington, 98504-7600), hereinafter referred to as the DEPARTMENT and the City of Pullman, hereinafter referred to as the RECIPIENT to carry out the activities described herein.

RECIPIENT's Legal Address:

Recipient Name:	City of Pullman
Street Address	325 SE Paradise Street
City, State, Zip	Pullman, WA 90163-2631

RECIPIENT's Authorized Representative: Kevin Gardes
RECIPIENT's Telephone Number: (509) 338-3217
RECIPIENT's Project Coordinator: Kevin Gardes

The source of funds provided by the DEPARTMENT is the Watershed Planning Implementation and Flow Achievement Capital Funds.

ECOLOGY Project Lead:	David Burdick
Telephone Number:	(360) 407-6094
E-mail:	dbur461@ecy.wa.gov
Billing Address:	Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600
Physical Address:	300 Desmond Drive Lacey, WA 98503

Grant Amount: $350,000
Eligible Project Cost: $350,000
DEPARTMENT Share: $350,000

The effective date of this grant is January 1, 2012. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than June 30, 2013.

EXHIBIT "A"

Project Title: Palouse Monitoring Well Project

SCOPE OF WORK

Task 1. Contract for and construct resource protection wells in compliance with WAC *17*3-160 in the vicinity of Pullman, Washington for purposes of monitoring aquifer head at locations located generally on the attached map. The wells will be constructed having PVC casing, and shall be constructed to monitor water levels in the lower aquifer, generally associated with the Grande Ronde basalts, in this vicinity. Access to construct wells at these locations will be secured by the Palouse Basin Aquifer Committee (PBAC). Depending upon budget, at least four, and perhaps six wells will be constructed.

Task 2. Provide initial measurement of water levels in wells constructed, and acquire and install automated instruments to gather continuous water level data in the future.

Task 3. Provide on-site geologic logging and sampling of wells during construction. Rock chips taken during drilling will be tested by a laboratory for trace elements to determine specific Columbia River Basalt Flow formations encountered.

Task 4. Prepare a report documenting well installation, initial water levels and instrumentation installation details, and geologic logs of the wells installed including chemical analysis.

Budget

The budget estimate is shown below. Note that the final budget will be determined following analysis of bids received, with a total value of the contract not to exceed $350,000.

Item	Est. Cost
Technical Provision Development	$3,000
Mobilization/Re-mobilization	$25,000
Site Work	$10,000
Well Construction (2200 ft @ $105/ft)	$231,000
Standby Costs (20 hr @ $350/hr)	$7,000
On-site Geologist, Well Construction Report	$35,000
Chip/Water Sampling/Analysis	$10,000
Water Level Monitoring Instrumentation	$5,000
Change Orders and Bid Contingencies	$24,000
Total	$350,000

Schedule:

It is expected that project procurement will occur during the winter/spring of 2012 and

construction will proceed during summer 2012. Well construction will be completed during calendar 2012.

Other:

The DEPARTMENT and the RECIPIENT agree that access to these wells is granted to the parties, and to other legitimate research interests including the PBAC or its successors, at reasonable times for purposes of monitoring ground water.

Palouse Monitoring Well Locations

SPECIAL TERMS AND CONDITIONS

A. PAYMENTS TO THE RECIPIENT

Request for reimbursement for development and administrative costs shall be submitted quarterly by the RECIPIENT on a state invoice form (A19-1A, Form A) provided by the DEPARTMENT. All requests for payment shall be consistent with the budget tasks as listed in the budget section of this agreement with sufficient supporting detail identifying total project costs, reimbursement requested from the DEPARTMENT.

B. FINANCIAL GUIDELINES

The RECIPIENT shall comply with the DEPARTMENT's current edition of the "Administrative Requirements for Ecology Grants and Loans" (Ecology publication number 91-18). The RECIPIENT shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.

C. REPORTS

The RECIPIENT shall prepare and furnish to the DEPARTMENT the following reports:

The RECIPIENT will submit a brief Quarterly Project Report on Project accomplishments and efforts. The Quarterly Project Report will be submitted with the request for payment.

Upon completion of the Project, a Final Programmatic Report shall be submitted to the DEPARTMENT summarizing the accomplishments achieved during the term of the Agreement and a representative number of digital photos (preferred) or color 35 mm slides depicting the Project and copies of all publications, press releases and other appropriate "product" and deliverables resulting from the Project should also be provided to the DEPARTMENT as part of the Final Report. The RECIPIENT shall provide three (3) printed copies and an electronic copy of the Final Programmatic Report to the DEPARTMENT.

E. WORK TO BE PERFORMED

To the extent that funds therefore may now or hereafter be available pursuant to the terms of this grant, the RECIPIENT shall, on its own account, or by contract or contracts, undertake the work and special conditions, described and set forth in the Scope of Work of this grant.

F. ALL WRITINGS CONTAINED HEREIN

This agreement, consisting of the Grant Agreement, Scope of Work, Special Terms and Conditions and the appended "General Terms and Conditions," the DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans," contains the entire understanding between the parties, and there are no other understandings or representations set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT, and made a part of this agreement; EXCEPT, that in relation to change of the DEPARTMENT's Project Officer, or the RECIPIENT's Project Coordinator as set forth on the Grant Coversheet, either party may make such change by sending a letter to that effect without the signature of the other party; EXCEPT, that in relation to the effective date and time for performance on the Coversheet, the DEPARTMENT may modify or amend the grant agreement without the signature of the other parties.

IN WITNESS WHEREOF, the parties hereby execute this grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____

Maia Bellon **Date**
Water Resource Program Manager
Department of Ecology

CITY OF PULLMAN

_____

Glenn A, Johnson **Date**
Mayor

ATTEST:

_____
Finance Director

Approved as to form only by
Assistant Attorney General.

TAX ID# 91 6001269

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

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

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

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

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends $500,000 or more in a year in Federal funds. The $500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is