

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
AND

PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO", and *****, hereinafter referred to as "*****", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

***** will provide administrative and construction oversight of Boistfort Valley Water's project to construct a pre-sedimentation pond that will ensure continuity of potable water supplies in the event of another substantial flood like the 2007 flood event. In 2007, the water association was not able to fully serve its 800+ homes, three public schools and 7 dairies for many months after the flood due to excess sedimentation and water contamination. A pre-sedimentation pond is essential to ensuring critical services (like potable water) are available during and after substantial flood events (like the 2007 flood). The project is anticipated to take approximately one month and will be completed well before June 30, 2017.

Project timeline is:

- May 2016 – Construction Contractor Hired.
- July 2016 – Construction Completed.
- August 2016 – Final Project Approvals and Authorizations Granted.

PERIOD OF PERFORMANCE

This Agreement shall become effective **February 18, 2016** or once fully signed, whichever is later, and will expire on **June 30, 2017**, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

Funding for this project is appropriated through June 30, 2017. This agreement may be extended to include work in FY 2017 as needed and if funding is available.

STATEMENT OF WORK

***** shall provide the following services to RCO related to flood hazard reduction in the Chehalis Basin and in support of the Chehalis River Basin Flood Authority:

See Attachment A - 2015-17 Small Projects Recruitment Form (dated September 29, 2014) as well as "Purpose" as stated above.

COMPENSATION

RCO shall reimburse ***** , an amount not to exceed Three Hundred Thirty-Two Thousand and Sixty-Three Dollars (**\$332,063**), including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

Allowable costs shall include costs incurred by ***** from the first date of the Agreement period until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowable under this Agreement are based on the following agreed budget.

CATEGORY	DOLLARS
Salaries and Wages	\$43,313
Goods and Services	\$57,750
Construction Contracts	\$231,000
TOTAL	\$332,063

***** , shall be allowed to move amounts not to exceed ten percent of any object or expenditure total between objects. However, no change or transfer can be made that would have the effect of increasing the total budget. Budget changes in excess of this ten percent may be made only upon the written approval of both parties to this Agreement.

BILLING AND PAYMENT

RCO will pay ***** upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted not more frequently than monthly to RCO's representative as designated in the Administration section below.

The invoice shall describe and document, to RCO's satisfaction, a description of the work performed, staff charges, any travel costs, indirect cost calculations, and fees. ***** shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1526. If expenses are invoiced, ***** shall provide a detailed breakdown of each type.

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

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by ***** for services rendered if ***** fails to satisfactorily comply with any term or condition of this contract.

No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by RCO.

ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

*****'s representative shall be ***** or his successor.

RCO's representative shall be Scott Robinson, PO Box 40917, Olympia, WA 98504-0917, 360-902-0207, scott.robinson@rco.wa.gov or his successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from *****, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**

Scott Robinson, Deputy Director

Date

Date

ATTACHMENT A

Boistfort Valley Water 2015-17 Small Projects Recruitment Form (9/29/2014)



2015-17 Small Projects Recruitment Form

Chehalis River Basin Flood Relief

What are small projects? -- In general, small projects are those projects that provide predominantly localized benefit, are capable of being completed within the funding cycle, are supported by the jurisdiction within which the project is proposed, and are vetted and advanced through the Chehalis River Basin Flood Authority's Chehalis Basin Projects Committee.

Instructions:

- a. Please submit project requests (via this form) to Scott Boettcher (scottb@sbgh-partners.com) no later than 5:00 p.m. September 30, 2014.
- b. Please submit individual project request forms for each project in your jurisdiction, even those projects previously or partially funded in the past.
- c. Note: Parts III and IV below [marked by "(***)"] will be scored as part of the Chehalis Basin Projects Committee's review and evaluation. Part I and II will not be scored.

Part I General	
1. Date:	Sept 29, 2014
2. Project Name:	BOISTFORD VALLEY WATER PRE-SEDIMENTATION POND
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	712N R4W SECTION 24 2237 WILDWOOD ROAD CURTIS, WA 98538
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	RICHARD EITEL reitelre@msn.com 360 520-3627 748-1285
5. Lead Organization -- Please identify the lead organization, agency, entity, etc. responsible for this project.	Lewis County



Part II Description, Timing and Cost	
6. Project Description -- Please describe the project, what it is intended to accomplish, and the benefits that will accrue and to whom.	A COLLECTION BASIN TO REMOVE SEDIMENT FROM RAW INTAKE WATER BEFORE TREATMENT
7. Project Timeline -- Please describe the overall timeline for completion of the project as well any interim stages or phases.	1 MONTH
8. Project Cost and Funding -- What is the cost of this project? What are the on-going maintenance and operation requirements? Is it clear who will be responsible for on-going maintenance and operations costs?	COST \$289,000 BOISTFORT VALLEY WATER WILL BE RESPONSIBLE FOR ALL ONGOING MAINTENANCE & OPERATIONS COST
9. Other Funding -- Please explain the extent to which other funding sources or funding partners are available.	LOANS THROUGH USDA RURAL DEVELOPMENT OR STATE REVOLVING FUND MAY BE AVAILABLE
Part III (**) Completion and Doability by June 30, 2017	
10. Project Completion -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.	NO
11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017?	YES
12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	EXCESSIVE SEDIMENT IN RAW WATER WILL BE REMOVED BEFORE TREATMENT AND WOULD BE RECOMPLISHED BY JUNE 30, 2017
Part IV (**) Benefits Stated and Quantified	
13. Emergency Response -- Please explain how this project enhances our ability to respond in a flood emergency (e.g., does it keep critical access roads, transportation facilities, etc. open and functional.)	THIS PROJECT WILL ALLOW A PUBLIC TO FUNCTION DURING A FLOOD EMERGENCY

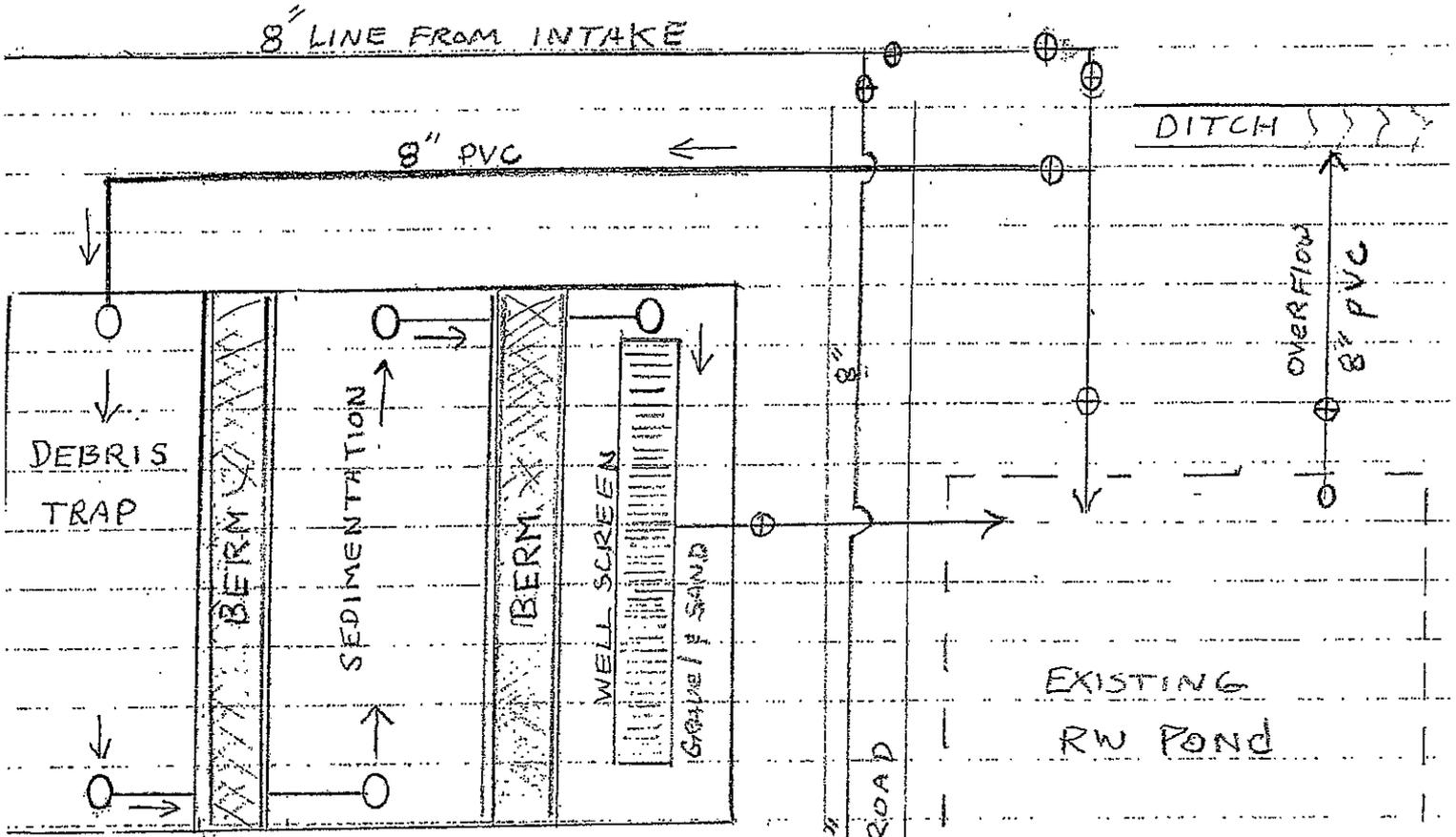


<p>14. Essential Infrastructure Protection -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).</p>	<p>THIS PROJECT PROTECTS A WATER TREATMENT FACILITY FROM DAMAGE DUE TO EXCESSIVE SEDIMENT LOADS DURING HEAVY RAINFALL & FLOODING TREATMENT PLANT WOULD BE INOPERABLE OTHERWISE</p>
<p>15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.</p>	<p>PROTECTS AGAINST WATER CONTAMINATION IN PUBLIC DRINKING WATER SUPPLY.</p>
<p>16. Residential, Commercial and/or Agricultural Protection -- Please explain how this project protects residential, commercial and/or agricultural interests and communities and the benefits of acting (or consequences of not acting) this funding cycle. Consider factors like number of structures at risk, number of people at risk, historic frequency of flood damage, magnitude of benefit to be gained for the cost, etc.).</p>	<p>BOISTFORD WASLEY WATER IS A COMMUNITY PUBLIC WATER SUPPLY THAT SERVES 800 HOMES, 3 PUBLIC SCHOOLS AND 7 DAIRIES. FLOODS OCCUR EVERY 3-5 YEARS</p>
<p>17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.</p>	<p>LOGGING PROJECTS UPSTREAM POTENTIALLY IMPACT THIS PROJECT</p>
<p>18. Anything Else -- Please feel free to offer any additional information (e.g., photos, maps, drawings, etc.) that would be helpful to better understand the scope, timeline and benefits of this project.</p>	<p>INCLUDED AS ATTACHMENTS</p>

**Boistfort Valley Water
Wildwood WTP Sediment Basin
Preliminary Cost Estimate**

<u>NO</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization and Demobilization	1 LS	\$ 18,000	\$ 18,000
2	Clearing and Grubbing	1 LS	\$ 40,000	\$ 40,000
3	Sitework	1 LS	\$ 50,000	\$ 50,000
4	Unsuitable Excavation	20 CY	\$ 35	\$ 700
5	Gravel Borrow	100 TN	\$ 15	\$ 1,500
6	Foundation Gravel	200 CY	\$ 40	\$ 8,000
7	Crushed Surfacing Top Course	125 TN	\$ 28	\$ 3,500
8	Crushed Surfacing Base Course	250 TN	\$ 28	\$ 7,000
9	Erosion Control	1 LS	\$ 5,000	\$ 5,000
10	Restoration and Fencing	1 LS	\$ 25,000	\$ 25,000
11	Piping, Valves and Appurtenances	1 LS	\$ 20,000	\$ 20,000
	Subtotal			\$ 178,700
	Washington State Sales Tax (7.8%)			\$ 13,939
	Subtotal			\$ 192,639
	Contingency (20%)			\$ 38,528
	Total Estimated Construction Cost			\$ 231,000
	Engineering and Construction Management (25%)			\$ 57,750
	TOTAL ESTIMATED PROJECT COST			\$ 289,000

PROPOSED WILLOW SEDIMENT POND ADDITION Attachment A



FOR CLEANING PURPOSES HAVE VEHICLE ACCESS TO ALL FOUR SIDES

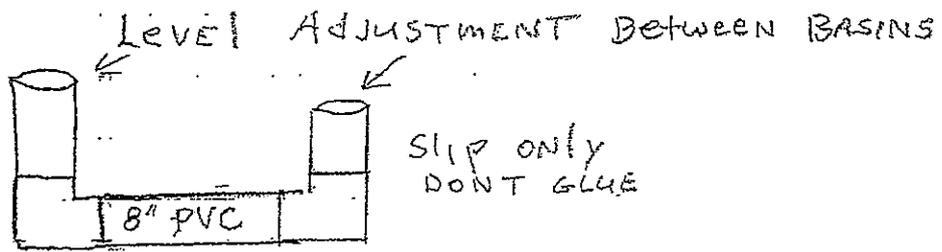
BERMS SHOULD BE DESIGNED TO ACCOMMODATE FOOT TRAFFIC & 4" SUCTION HOSE

WELL SCREEN SHOULD BE AT MAX DEPTH, BUT NO LOWER THAN OVERFLOW LEVEL OF EXISTING POND.

MAKE PROVISION FOR 2" AIR LINE INSIDE WELL SCREEN

COVER WELL SCREEN WITH GRAVEL FOLLOWED BY COARSE SAND.

TO CONCRETE BASINS



NOTE:
 NOT TO SCALE
 PREDESIGN SKETCH
 OF PROPOSED
 SEDIMENTATION
 BASINS
 7/12/14