



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**IAA No. C2200131**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF BELLEVUE**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Bellevue hereinafter referred to as the “CITY” and “CONTRACTOR,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act .

**THE PURPOSE OF THIS AGREEMENT** is to evaluate the maintenance thresholds, or conditions, for selected stormwater best management practices (BMPs) in the 2019 Stormwater Management Manual for Western Washington (SWMMWW) as more fully described in Appendix A.

**WHEREAS**, ECOLOGY has legal authority (RCW 90.48 and WAC 173-200) and the CITY has legal authority (RCW 35A.11.010, RCW 35A.11.040, RCW 39.34.080, chapter 173-220 WAC, and chapter 24.06 BCC) that allows each party to undertake the actions in this agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1) SCOPE OF WORK**

**The CITY** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

**2) PERIOD OF PERFORMANCE**

The period of performance of this IAA will commence on **March 1, 2022** (or the date of final signature, whichever comes later), and be completed by **April 30, 2024**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### 3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **General Fund/ Private-Local account for Stormwater Action Monitoring**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$193,106 dollars, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

### 4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington Department of Ecology Water Quality Program Attn: Keunyea Song P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests may be submitted on a quarterly basis or at the completion of the work. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

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

### 5) ALTERATIONS AND AMENDMENTS

This Agreement 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.

## **6) ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7) ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8) CONFORMANCE**

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

## **9) DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10) FUNDING AVAILABILITY**

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## **11) GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement 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 the Superior Court for Thurston County.

## **12) INDEPENDENT CAPACITY**

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

## **13) ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200131.
- d. Appendix A, *Statement of Work and Budget*.
- e. Appendix B, *Special Terms and Conditions*.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14) RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## **15) RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## **17) SEVERABILITY**

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

**18) SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY’s Agreement manager.

**19) SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

**20) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**21) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**22) WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

**23) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CITY Representative is:
Name: Keunyea Song Address: 300 Desmond Dr SE (FedEx) PO BOX 47600 (USPS) Olympia WA 98504 Phone: 360-407-6158 Email: <a href="mailto:Keunyea.Song@ecy.wa.gov">Keunyea.Song@ecy.wa.gov</a>	Name: Don McQuilliams Address: 450 – 110 <sup>th</sup> Avenue NE Bellevue, WA 98009 Phone: 425-452-7865 Email: <a href="mailto:dmcquilliams@bellevuewa.gov">dmcquilliams@bellevuewa.gov</a>

**24) ALL WRITINGS CONTAINED HEREIN**

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

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

**City of Bellevue**

By:

By:

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Print Name: Vincent McGowan

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title: Water Quality Program Manager

\_\_\_\_\_  
Title:

**APPENDIX A**  
**STATEMENT OF WORK AND BUDGET**  
*Stormwater BMPs Maintenance Conditions Evaluation*  
*Ecology SAM Effectiveness Study FP7*

## Project Purpose and Goals

This purpose of this project is to evaluate the maintenance thresholds, or conditions, for selected stormwater best management practices (BMPs) in the 2019 Stormwater Management Manual for Western Washington (SWMMWW).

The stormwater BMPs selected are noted in the SAM Study Priority Topic 7<sup>1</sup> related to Operations and Maintenance (O&M)—of those BMPs, this study addresses ponds, vaults, trenches, and tanks. The BMP maintenance conditions of interest are from the “Runoff Treatment, Flow Control, and LID BMP Library” [Appendix V-A: BMP Maintenance Tables](#) of Volume V of the SWMMWW.

The BMP Maintenance Tables is comprised of several tables by BMP general category with descriptions of “*conditions when maintenance is needed.*” The emphasis of the Tables is on identifying conditions that require maintenance, and permittees have the leeway to prioritize BMP maintenance activities and are not required to complete all maintenance needs identified for all BMPs.

The goal of the project is to provide information in a white paper for how Municipal NPDES permittees may be able to adjust BMP maintenance efforts for better overall environmental outcomes, especially water quality to meet permit requirements. The information may also be considered by Ecology for updating the BMP Maintenance Tables. In addition, recommendations will be provided for additional studies to address the other O&M Priority Topics 13 and 16<sup>2</sup> related to habitat associated with stormwater ponds and a controlled field study to evaluate BMP maintenance thresholds.

Target dates and costs for project deliverables are noted in the task descriptions.

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<sup>1</sup> Priority Topic 7. What is known about the water quality benefits of the maintenance thresholds that are required in the SWMMWW for vaults, ponds, and trenches?

7.1. Can we more cost-effectively clean vaults, ponds, infiltration trenches, and catch basins?

7.2. When is it more effective to replace/retrofit versus provide significant maintenance to a facility?

<sup>2</sup> Priority Topic 13. Quantify the habitat and other benefits and reduced O&M provided by mature vegetation in stormwater ponds. Are we still getting the pollutant removal? What are the tradeoffs?

Priority Topic 16. Informed by a white paper, do a controlled field study to evaluate maintenance thresholds required in the SWMMWW.

## Project Tasks and Scope

### 1. Technical Advisory Committee (TAC) and Project Administration

As the first task of the project, a TAC will be formed to go over the project goals, tasks, and schedule. Some TAC members have already been identified as noted below who have expressed interest in this study, including the cities of:

- Kirkland
- Newcastle
- Sammamish

Additional TAC members will be sought to represent O&M programs of Phase I and Phase II permittees along with an Ecology engineer and/or permit writer with knowledge of the SWMMWW BMP Maintenance Tables.

Five TAC meetings are planned to align with reviewing key project deliverables and discussing technical approaches and sharing information. In addition, coordination and input from the TAC may be requested by email as needed. The approximate TAC meeting dates are as follows assuming a March 2022 project start.

1. March 2022, to convene project and review draft survey questions (Task 2)
2. October 2022, to hear about and discuss survey outcomes (Task 2); the technical memorandum of available published O&M BMP data (Task 3), and the proposed interview questions for Ecology staff (Task 4)
3. May 2023, to hear outcomes from the Ecology staff interview (Task 4) and review the proposed data request of permittees for the Pilot Data Analysis (Task 5)
4. August 2023, to review the draft memorandum of the Pilot Data Analysis (Task 5) and discuss white paper outline (Task 6)
5. November 2023, to review the draft white paper (Task 6) and discuss the final steps of project, including the fact sheet and presentations (Task 7)

Project administration is also part of this task and will include quarterly invoices and project progress reports, budget and schedule tracking, contract administration, and general communications and meetings. Invoicing will follow Ecology’s invoice requirements, and progress reports will indicate progress and percent spent toward deliverables.

<b>Task 1 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
1A Agendas and minutes for 5 TAC meetings	\$10,979	1. March 2022 2. October 2022 3. May 2023 4. August 2023 5. November 2023
1B Quarterly progress reports	\$13,976	Quarterly from Q1 2022 through Q1 2024
Task 1 total	\$24,955	



## 2. Survey permittees on BMP maintenance

A survey will be prepared to get information about O&M programs from municipal stormwater permittees in western Washington. Questions will focus on inspection and maintenance practices, records, costs, retrofit versus replace decisions, BMP settings and usage, and available data related to water quality and habitat, if available. Results from the survey will be summarized in a technical memo and used to inform subsequent tasks as noted below.

<b>Task 2 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
2A Final survey	\$5,987	April 2022
2B Technical memorandum of survey findings	\$4,886	July 2022
Task 2 total	\$10,873	

## 3. Research published BMP maintenance data

In addition to the information obtained from the survey about permittee BMP maintenance practices in Task 2, data from published data sources will also be searched and analyzed to provide a broader basis for the evaluation. Online databases to be searched include the International Stormwater BMP Databases (Water Research Foundation), the National Pollutant Removal Performance Database (Center for Watershed Protection, CWP), the National Stormwater Quality Database (University of Alabama and CWP), and the Recommended Operation and Maintenance Activity and Cost Reporting Parameters for Stormwater BMPs (ASCE Environmental and Water Resources Institute).

Data on ponds, vaults, tanks, and trenches will be sought and analyzed to inform a range of BMP maintenance conditions and associated water quality. The extent of the analysis will depend on the available data. The findings from the analysis of published data sources will be used to complement the data analysis of permittee data described in Task 5.

<b>Task 3 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
3A Draft technical memorandum of published data analysis	\$36,050	August 2022
3B Final technical memorandum	\$5,336	September 2022
Task 3 total	\$41,386	

## 4. Interview Ecology staff

To complement the survey of permittees on BMP maintenance in Task 1, Ecology engineers and permit writers will be interviewed to understand the background and basis for the maintenance conditions in the BMP Maintenance Tables. Up to four Ecology staff will be identified and interviewed with the assistance of the TAC and SAM program staff. Interview questions will be developed with the TAC to better understand how certain maintenance conditions were identified, what publications or references were used, and what BMPs could use more input for maintenance conditions needs.

<b>Task 4 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
4A Questions for Ecology staff interviews	\$5,572	October 2022
4B Draft technical memorandum of Ecology staff interviews	\$24,326	February 2023

4C Final technical memorandum	\$3,959	March 2023
Task 4 total	\$33,857	

## 5. Pilot data analysis of permittee O&M data

A pilot-scale effort will be done to review and analyze municipal BMP inspection and maintenance procedures and associated data as available. The goal of the pilot data analysis is to complement the BMP data obtained from published sources in Task 3 with local data to represent western Washington. The pilot data analysis has three specific objectives:

1. Identify what BMP inspection and maintenance data are present among local jurisdictions relevant to the types of BMPs being investigated (ponds, vaults/tanks, trenches)
2. Identify what associated data may be available from permittees related to BMP geographic settings, engineering design, water quality benefits, and habitat conditions
3. Compare maintenance condition data to guidance in the BMP Maintenance Tables for the types of BMPs being evaluated

The pilot data analysis will be based on data provided by a few permittees on the TAC who agree to a data request, which will be asked about in the survey in Task 2. The data request will likely include maintenance records, structure type and size, land use, land cover, maintenance costs, retrofit costs, and property ownership, among other data. The exact format and full list of data types requested will be developed as part of Task 5. The data request will be based on information from the survey indicating what data are available from the TAC jurisdictions who volunteer for to provide data. The data request will also consider what data would complement the review and analysis of the published data sources in Task 3.

Results from the pilot data analysis are expected to include summary of inspection and maintenance activities and frequencies, data on maintenance-triggering conditions, and geospatial data, such as basin size and gradient and impervious drainage area that can affect maintenance frequency.

<b>Task 5 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
5A Data request for pilot permittee BMP data analysis	\$6,842	May 2023
5B Draft technical memorandum of pilot data analysis	\$28,004	August 2023
5C Final technical memorandum	\$7,731	September 2023
Task 5 total	\$42,577	

## 6. Develop White paper

The outcomes of the project will be provided in a white paper that will be prepared at the end of the project. The white paper contents are anticipated to include:

- summary and synthesis of the findings from the individual task deliverables
- key information from the Ecology staff interviews about the basis for some maintenance conditions in the Tables
- findings from the permittee survey about western Washington municipal O&M programs and practices

- synthesis of the analysis of published BMP treatment and maintenance data
- summary of pilot data analysis of local permittee BMP inspection and maintenance data
- recommendations for inspection frequencies and maintenance conditions to help permittees prioritizing O&M activities and for Ecology for potential updates to the BMP Maintenance Tables in the SWMMWW
- recommendations for potential follow-up studies to address other O&M priority topics

**Document Accessibility Requirements:**

ECOLOGY has identified these documents may be published, posted, or hosted on ECOLOGY’s public web site. The CONTRACTOR shall provide these documents in both their “native format” (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker’s report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

<b>Task 6 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
6A Draft White Paper	\$15,904	November 2023
6B Final White Paper	\$8,375	December 2023
Task 6 total	\$24,279	

**7. Communication Plan**

The communication plan for this project includes timely sharing of milestones and deliverables with Ecology and municipal stormwater permittees. Communication of the project results will include presentations and a two-page fact sheet as well as the project deliverables posted to the SAM project webpage.

<b>Task 7 Deliverables</b>	<b>Cost</b>	<b>Target Date</b>
7A Project schedule	\$2,600	March 2022 and updated March 2023
7B Presentation to Stormwater Workgroup	\$4,965	February 2024
7C Fact sheet	\$3,135	February 2024
7D Presentation to local municipal stormwater group	\$4,479	February or March 2024
Task 7 total	\$15,179	

**Budget Detail by Task**

A budget summary table is provided below by task and indicates the direct and indirect costs along with the subcontractor costs. The budget may be shifted between tasks with pre-approval from Ecology, but the total budget may not be exceeded without an approved amendment from Ecology.

<b>Task Number and Name</b>	<b>Direct Costs (salaries and benefits)</b>	<b>Indirect Costs</b>	<b>Subcontractor (Aspect Consulting)</b>	<b>Total Cost</b>
1 Technical Advisory Committee and Project Administration	\$0	\$0	\$24,955	\$24,955
2 Survey of Permittees on BMP maintenance	\$0	\$0	\$10,873	\$10,873
3 Research of Published BMP Maintenance Data	\$0	\$0	\$41,386	\$41,386
4 Interviews of Ecology Staff	\$0	\$0	\$33,857	\$33,857
5 Pilot Data Analysis of permittee O&M data	\$0	\$0	\$42,577	\$42,577
6 White Paper	\$0	\$0	\$24,279	\$24,279
7 Communication Plan	\$0	\$0	\$15,179	\$15,179
<b>Total Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$193,106</b>	<b>\$193,106</b>

## **APPENDIX B SPECIAL TERMS AND CONDITIONS**

### 1) Accessibility Requirements for Covered Technology

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

### 2) COVID-19 Contractor Vaccination Verification Plan

CONTRACTOR represents and warrants that CONTRACTOR has a current COVID-19 Contractor Vaccination Verification Plan to ensure that CONTRACTOR’s personnel (including subcontractors) who perform this Contract on-site at Ecology’s premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as set forth in the Governor’s Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 2114.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021).

CONTRACTOR further represents and warrants that CONTRACTOR:

- a. Has reviewed and understands CONTRACTOR’s obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
- b. Has developed a COVID-19 Vaccination Verification Plan for Contractor’s personnel (including subcontractors) that complies with the above referenced Proclamation;
- c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for CONTRACTOR personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- d. Complies with the requirements for granting disability and religious accommodations for CONTRACTOR personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- e. Has operational procedures in place to ensure that any contract activities that occur on-site at Agency premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by CONTRACTOR personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- f. Has operational procedures in place to enable CONTRACTOR personnel (including subcontractors) who perform contract activities on-site and at Agency premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation
- g. Will provide to Agency, upon request, CONTRACTOR’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.