



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C2300003

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF OLYMPIA

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 OLYMPIA** 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 conduct a controlled field study of infiltration rate of old bioretention facilities (pre-2005) and provide key performance information these facilities over time and maintenance thresholds. The study will provide valuable information for Stormwater Action Monitoring (SAM) program, which is administrated by Ecology, Ecology’s stormwater management manuals and stormwater NPDES permits.

WHEREAS, **ECOLOGY** has legal authority (RCW 90.48 and WAC 173-200) and **CITY** (other party) has legal authority (RCW 35A.11.010, RCW 35A.11.040, RCW 39.34.080 and WAC Chapter 173.220) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

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 **July 1, 2022** and be completed by **July 30, 2023**, 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 \$614,159.00 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
WQ Program
Attn: Keunyea Song
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a monthly basis **or** at the completion of a task. 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.

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 C2300003.
- 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:

Name: Keunyea Song
Address: 300 Desmond Dr SE (FedEx)
PO BOX 47600 (USPS)
Phone: 360-407-6158
Email: Keunyea.Song@ecy.wa.gov

The CITY OF OLYMPIA Representative is:

Name: Eric Christensen
Address: P.O. Box 1967
Olympia, WA 98507
Phone: (360) 570-3741
Email: echriste@ci.olympia.wa.us

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 Olympia

By:

By:

Signature Date

Signature Date

Heather R. Bartlett

Steven J. Burney

Deputy Director

City Manager

APPENDIX A
STATEMENT OF WORK AND BUDGET
**Evaluation of the long-term Bioretention Soil Infiltration Rate related to Vegetation,
Maintenance, Soil Media and Geotechnical Site Parameters**

Introduction

The City of Olympia will conduct a controlled field study of infiltration rate of old bioretention facilities (pre-2005) and provide key performance information of these facilities over time and maintenance thresholds. This study will provide valuable information to Stormwater Action Monitoring (SAM) program, administrated by Ecology, Ecology's stormwater management manual and stormwater NPDES permits.

The study is about bioretention lifespans and the intent is to conduct a point-in-time checkup on up to 50 older (10 years or older) bioretention facilities, and then communicate the long-range bioretention effectiveness to a broad base of NPDES jurisdictions. The results would be based on measuring on how well bioretention continues to perform (especially infiltration rate) and identifying what site characteristics are common for well performing or under-performing systems.

During the information gathering phase for the intensive bioretention hydrologic performance (BHP) phase I study, we heard anecdotal concerns from jurisdictions and designers about bioretention lifespan, particularly due to the possibility of (1) clogging of the systems over time, and (2) soil compaction, both of which can result in an overall reduction in permeability. Slowdraining facilities can also cause problems of stagnant water and aesthetic problems, leading to difficulties in acceptance of bioretention as a drainage or stormwater solution. There are many facilities that are over 10-years-old and some in excess of 20-years-old. Performance and condition measurements after a decade or more of performance will provide valuable lifespan information.

Previous field assessment of installed facilities (SAM Bioretention Hydrologic Performance [BHP] Studies I and II) demonstrated variability in infiltration rates, plant community (type, density), bioretention media composition, and soil compaction between facilities. However, these previous assessments generally did not assess the longevity of the hydrologic performance of the sites or how sites change over time.

We propose to leverage the BHP Phase I and II outreach, experience and information gained from the site assessment and monitoring efforts to identify older facilities and conduct a streamlined assessment without conducting the intensive wet-season continuous flow monitoring or modeling of the past projects.

The objectives of this study are to:

- Assess bioretention lifespans and address practical questions about how quickly different sites age through facility infiltration rates, soil composition, vegetation and maintenance practices.

- Conduct a point-in-time checkup on up to 50 older (10 years or older) bioretention facilities.
- Communicate the long-range bioretention effectiveness to a broad base of NPDES jurisdictions
- Gather a large dataset on different systems to understand the possible influence of the above factors on performance.
- Provide guidance from an engineering perspective on what lessons we can learn studying these older sites; what are the critical factors to prevent bioretention site performance failure in future designs; and build confidence in the longevity of properly designed/constructed bioretention systems.

Task 1: Project Management

This task includes project management and will be performed by the municipal project manager (Olympia) and subcontractor (Associated Earth Sciences, Inc.). This task includes completing a contract with the subcontractor, subcontract management, quarterly progress reporting, budget management, team meetings, staff management, coordination with the technical advisory committee (TAC), and communications with the Ecology SAM Coordinator. Associated Earth Sciences, Inc. (Jennifer Saltonstall) will conduct project management to support Tasks 2 to 5, including coordinating with subcontractor consultants Clear Creek Solutions (Doug Beyerlein), Raedeke Associates, Inc. (Bill Taylor and Anne Cline), budget management, and deliverable schedule.

Deliverable 1.1: Prepare consultant scope of contract and email confirmation

Target Dates: July 10, 2022.

Deliverable 1.2: Document contracting, coordination with team, and communications via quarterly progress reports by the City of Olympia with consultant support.

Target Dates: July 30, 2022; September 30, 2022, December 30, 2022; March 31, 2023, June 30, 2023.

Deliverable 1.3: Email communications with Ecology, partner jurisdictions and consultants.

Target Date: July 15, 2022

Task 2: Study Design Communication, QAPP Update and Site Selection

This task will also include activities related to either designating a Project Liaison or creation of Technical Advisory Committee (TAC), refining the study design details, updates to the QAPP and site selection.

An initial planning meeting with the Ecology SAM Coordinator and the Ecology-designees will cover project design details, including specific study parameters and data collection criteria, roles and responsibilities of team members, and logistics for site assessment.

A large part of site selection includes using the facilities and site contacts developed as part of the BHP Phase I and II studies and the State water quality stormwater grants. Many facilities previously reviewed were not selected for inclusion in the BHP studies but could more easily qualify for the current study. Site contacts will be reviewed, updated and then we will contact

municipal stormwater managers, the Stormwater Center, school facility managers (many schools were early adopters of bioretention) and other consultants for additional candidate sites.

Deliverable 2.1: Summary of study kick-off meeting and follow-up meeting with Project Liaison and/or Technical Advisory Committee. Deliverable will include summary meeting notes.

Target Date: July 24, 2022

Deliverable 2.2: Draft QAPP for all sites addressing site assessment/monitoring methods and analysis delivered to Ecology.

Target Date: August 1, 2022

Deliverable 2.3: Respond to Ecology's and other technical reviewers' comments and finalize QAPP. Final QAPP to be delivered to Ecology.

Target Date: August 14, 2022

Deliverable 2.4: Site selection criteria checklist submitted to Ecology.

Target Date: August 1, 2022

Deliverable 2.5: Technical memorandum on the site selection process, summary of results of site evaluation and list of final sites submitted to Ecology.

Target Date: First Phase of Sites: August 14, 2022; and Second Phase of Sites: August 29, 2022

Task 3: Field Assessment, Data Collection and Analysis

Based upon the QAPP, site assessment shall be conducted to provide the information necessary to meet the goals of this study. Bioretention performance is a function of many variables. Fundamental criteria affecting performance include the infiltration capacity of the imported bioretention soil media and any underdrain components, the infiltration capacity of the native subgrade sediments, and the effects of shallow ground water inflow or mounding. Criteria that may affect bioretention longevity include vegetation composition and structure, maintenance practices, design features, and surrounding site use.

Data collection will include but is not limited to

- Site and Facility Design information,
- Vegetation Data information
- Maintenance information
- Shallow subgrade soil and groundwater information
- Field infiltration rates
- Temporary wellpoints to monitor groundwater
- Geotechnical laboratory testing on bioretention and native subgrade soils

Deliverable 3.1: Hydrologic review and summarize hydrologic/engineering facility design parameters in a memo report. Identify the critical factors that prevent bioretention site performance failure in future designs.

Target Date: December 9, 2022

Deliverable 3.2: Geotechnical and hydrogeologic field data collection and memo report on facility conditions with individual reports for each facility.

Target Date: December 9, 2022

Deliverable 3.3: Vegetation and maintenance field data collection and summary memo report on vegetative composition of older cells and a correlation between the vegetation composition and drainage rates of older cells. Maintenance activities for the cells will also be summarized and analyzed to investigate if more frequent maintenance is associated with compacted bioretention soil.

Target Date: December 9, 2022

Task 4: Summary Analysis and Report

This task consists of maintaining, managing, and utilizing data collected from the study to provide relevant information on the long-term hydrologic function of bioretention facilities. The final report will describe the study design, methods, and findings of the study. Analysis and discussion of the individual facilities will compare the performance of facilities in relation to measured variables. The information should be used to inform and support conclusions for the design and long-term hydrologic performance of bioretention facilities on a wide scale for Western Washington. A draft report will be reviewed by City of Olympia and a final draft will be reviewed by Ecology. The final report will be submitted for approval by Ecology.

Deliverable 4.1: Summary of meeting with TAC, Stormwater Work Group members, Ecology staff and City of Olympia staff to discuss results of site assessment, adequacy of data set and next steps for analysis.

Target Date: January 10, 2023

Deliverable 4.2: Electronic Draft Final Report for review and comments by City of Olympia, TAC and Ecology.

Target Date: February 21, 2023

Deliverable 4.3: Meeting with Stormwater Work Group members, Ecology staff and City of Olympia staff to discuss Draft Report and provide feedback prior to final reporting.

Target Date: March 14, 2023

Deliverable 4.4: Three printed copies of Final Report, one electronic version of Final Report plus all data files, reports and miscellaneous data relevant to the project.

Target Date: March 31, 2023

Task 5: Communication and Outreach

Communication of the findings will be conducted through a presentation to the Stormwater Work Group, preparation of a 2-page summary of the project findings for web publication and six presentations for the benefit of both County and City permittee audiences.

Deliverable 5.1: Presentation to the Stormwater Work Group.

Target Date: May 17, 2023

Deliverable 5.2: Two-page summary of the project results/findings following the SAM Fact Sheet template.

Target Date: April 30, 2023

Deliverable 5.3: Conduct six virtual presentations for Counties and City permittees. Venues could include local NPDES coordinator meetings, Phase I or Phase II permittee meetings, the APWA Stormwater Committee meetings, or other stormwater-related gatherings.

Target Date: To be determined in conjunction with local stormwater groups, May and June 2023

Budget:

Budget may be moved between tasks with Ecology preapproval. Total Project cost may only be increased via signed formal amendment.

Item	Description	Amount
1	Task 1 Project Management	\$22,380
	<i>1.1 Prepare consultant scope and contract</i>	
	<i>1.2 Quarterly progress reports</i>	
	<i>1.3 Coordinate communication w/ Ecology, partner jurisdictions and consultants</i>	
2	Task 2 Study Design, QAPP Update and Selection	\$58,180
	<i>2.1 Summary meeting notes for Kick-off Meeting and Follow up meeting with Project Liaison and/or TAC</i>	9,614
	<i>2.2 Draft QAPP</i>	2,908
	<i>2.3 Comment Response and Final QAPP</i>	921
	<i>2.4 Communication, Site Selection and Checklist</i>	39,789
	<i>2.5 Site Selection Technical Memorandum</i>	4,948
3	Task 3 Field Assessment, Data Collection and Analysis	\$457,829
	<i>3.1 Hydrologic Design Review Technical Memorandum</i>	24,820
	<i>3.2 Geotechnical Assessment and Facility Condition Technical Memorandum</i>	301,894
	<i>3.3 Vegetation Assessment and Maintenance Survey Summary Technical Memorandum</i>	131,115
4	Task 4 Summary Analysis and Report	\$43,922
	<i>4.1 SWG/Ecology meeting, summary notes to discuss initial results, adequacy, and analysis</i>	4,408
	<i>4.2 Electronic Draft Report</i>	28,250
	<i>4.3 Meeting and summary meeting notes for discussion of draft report prior to final report</i>	8,564
	<i>4.4 Final report</i>	2,700
5	Task 5 Distribution of Findings	\$13,869
	<i>5.1 Stormwater Work Group Presentation Full team</i>	9,400
	<i>5.2 SAM Fact Sheet summary</i>	656
	<i>5.3 Six virtual presentations</i>	3,813
	Summary of Cost Total Project Cost – Labor and ODC	\$596,180
	Contingency	\$17,979
	Total Project Cost with Contingency	\$614,159

Document Accessibility Requirements

ECOLOGY has identified the Final Report in task 4 is intended to 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

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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>).

APPENDIX B
SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
- 2) Environmental Data Standards
 - a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
 - Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
 - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: <http://www.ecy.wa.gov/eim>.
- c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- 3) 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.
