



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

November 8, 2011

FCD Resolution

Proposed No. FCD2011-09.1

Sponsors

1 A RESOLUTION relating to the Hawley Road levee
2 improvements in the City of Kent and authorizing the chair to enter
3 into a grant agreement with the State of Washington Department of
4 Ecology.

5 WHEREAS, pursuant to 2009-2011 Washington State Legislature ESHB 1216
6 and Section 3035 Capital Budget for the Kent Valley Hawley Road Levee, the King
7 County Flood Control District ("District") is eligible for a state grant of \$900,000 to
8 improve the Hawley Road Levee; and

9 WHEREAS, the District plans to apply the state grant to assist the City of Kent in
10 improving the levee between Green River Mile 22.9 to Mile 23.8 to provide freeboard in
11 excess of a five hundred year flood event level which will exceed FEMA accreditation
12 requirements; and

13 WHEREAS, the Board of Supervisors desires to authorize the chair of the District
14 to enter into the "Ecology Grant Agreement No. G1000_____ between the State of
15 Washington Department of Ecology and the King County Flood District" to obtain the
16 state grant and implement the Hawley Road Levee improvements; now, therefore

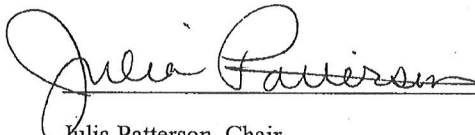
17 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
18 COUNTY FLOOD CONTROL ZONE DISTRICT:

19 SECTION 1. The chair of the King County Flood Control Zone District is
20 authorized to enter into the "Ecology Grant Agreement No. G1000_____ between the
21 State of Washington Department of Ecology and the King County Flood District",
22 substantially in the form of Attachment A to this resolution.
23

FCD Resolution was introduced on and passed by the King County Flood Control District on 11/7/2011, by the following vote:

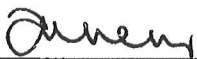
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON



Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the District

Attachments: A. Washington State Department of Ecology Grant Agreement No. G1000_____ between the State of Washington Department of Ecology and the King County Flood District

Ecology Grant Agreement No. G1000_____

between the

**State of Washington Department of Ecology and the
King County Flood Control Zone District**

Project: Kent Valley Hawley Road Levee Improvements

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and the King County Flood Control Zone District, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein as authorized by 2011-2013 Washington State Legislature, under ESHB 2020 and §3035 of the capital budget.

Recipient Name: **King County Flood Control Zone District**
Water and Land Resources Division
201 South Jackson, Suite 600
Seattle, WA 98104-3855

Recipient Project Coordinator: **Jennifer Rice**
Telephone Number: 206-263-0153
e-mail address: Jennifer.Rice@kingcounty.gov

Fiscal Contact for Recipient: **Katrina Johnston**
Telephone: 206-296-1963
e-mail address: Katrina.Johnston@kingcounty.gov

Payee on Warrant: **King County Flood Control Zone District**
(address as above)

Project Officer for the Department: **Scott McKinney**
SEA Program – NWRO
WA State Department of Ecology
3190 – 160th Avenue SE, Bellevue, WA 98008-5452
Telephone Number / Fax Number: 360-407-6389 / **FAX:** 360-407-6305
e-mail address: smck461@ecy.wa.gov

The source of funds provided by the DEPARTMENT are from the 2009-2011 Washington State §3035 Capital Budget for the Hawley Road Levee.

Maximum Eligible Project Cost: \$900,000
Maximum State Grant: \$900,000

State Maximum Cost Share Rate: 100% UP TO a maximum State Share of \$900,000.

This agreement is effective from **July 1, 2011 through June 30, 2013.**

Scope of Work

Project Title: Kent Valley Hawley Road Levee Improvements

Description: This project includes the reach along the Lower Green River between River Mile 23.0 and 23.8 and is critical to the flood protection of the City of Kent, because it has the least amount of freeboard above the 100 year Green River flood event of any levee section in the city. Due to the urban nature of the area protected by this levee, and lives and property at risk behind the Lower Green River Levees through the valley, the City of Kent is raising the levee to provide freeboard in excess of the five hundred year flood event level which will exceed FEMA accreditation requirements. A project location map is included as exhibit A.

The river reach extends from SR 516 at the downstream end up to and including State Route 167 at the upstream end with the existing levee located along the right bank of the Green River. The construction anticipated will include raising Hawley Road east of Washington Avenue as well as a parking lot on the east side of Hawley Road between SR 167 and Hawley Road.

The work included in this grant will include completion of design plans and specification which are currently approximately 80% complete, permitting and associated studies, cost estimating, and construction of the improved levee. The levee will include two travel lanes for motor vehicles as well as a separated lane for pedestrian and bicyclists along the Green River.

The work will also include analyzing, preparing information and responding to questions, comments, and requests for information from FEMA on the accreditation request for Hawley Road.

The current state of the levees threatens the warehouse/industrial sector of the Kent Valley, residential neighborhoods, two railroad corridors, multiple utility corridors, a regional justice center, district and municipal courthouse facilities, events center, historic downtown, and more. In addition, once the repairs are completed to a safe and federally certifiable condition, the area behind the levee that is mapped in the floodplain will be removed from the Special Flood Hazard Area shown by the Federal Emergency Management Agency's (FEMA) floodplain maps. Not only will this provide a greater level of safety to this area of the valley, it will relieve businesses and residents from needing to buy flood insurance.

This project involves reconstruction of Hawley Road while incorporating levee improvements within the road section, from the west side of SR 167 to the east side of Washington Avenue, approximately RM 23.0 to RM 23.8. The City of Kent will be acquiring easements, obtaining permits, and reconstructing this levee segment to comply with FEMA 100-year protection standards. The project also includes FEMA accreditation of the Hawley Road Levee.

Work The Recipient will work with the City of Kent, through an agreement for levee construction, operation and maintenance, to perform the following scope of work:

Project: Hawley Road Levee, Green River mile 23.0 to 23.8
Location: Latitude: 47° 22' 34"; Longitude: 122° 14' 48"
 Section 24, Township 22N, Range 4E
 GPS Coordinates: N 140,178; E 1,290,348

Task 1: Project Coordination and Administration

The Recipient will coordinate throughout the grant period with Ecology, the City of Kent and other federal, state, local agencies, and Indian tribes. In its commitment to provide technical assistance throughout the grant period, Ecology will meet with the Recipient and the City of Kent to present and discuss approaches to floodplain construction issues before work begins.

This Task also covers expenses for the Recipient and the City of Kent to administer the grant including, but not limited to: contracting; contract monitoring; coordination between the Recipient and Kent, and coordination with FEMA and other parties; internal staff reviews; construction engineering management; etc.

Cost: \$90,000

Deliverable: Progress Reports are **due** quarterly for both years per the matrix that follows:

Progress Report	Reporting Period	
First Quarter (Year 1)	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

See the Special Terms and Conditions, Paragraph 9, for details on progress reporting and invoicing.

Task 2: Right of Way (ROW) Plans and Easement Acquisitions

The City of Kent will acquire the necessary easements required to construct the project. All easements acquired will be used to provide for the construction of the levee within the roadway section in the form of slope and/or luminaire easements. Restrictions from future uses of the easements will be placed on the recorded documents.

Cost: \$40,000

Deliverable: (Two copies) Acquisition Report to include but not limited to:

1. A map showing the location of easements purchased;
2. List of properties with names / addresses acquired

3. Right of Way plans
4. Acquisition documents for each property including:
 - a. Title Report
 - b. Appraisal used to establish purchase cost
 - c. Appraisal Reviews
 - d. Environmental Assessments
 - e. Clean Site Certifications
 - f. Closing Statements
 - g. Offer letters
 - h. Recorded Deeds and Easements *with* title restrictions
 - i. (Digital) photographic documentation of project properties before and after project implementation in sufficient quantity / quality to effectively illustrate project progress.

Date Due: December 31, 2011

Task 3: Hawley Road Levee Design Plans

The City of Kent will work with its levee certification engineering consultant and with the Federal Emergency Management Agency (FEMA) to prepare a detailed set of design plans and specifications for construction of the road/levee work.

Cost: \$60,000

Deliverable: (Two copies) Design Plans.

Date Due: January 31, 2012

Task 4: Project Permits

The City of Kent has obtained many of the permits needed for the completion of the project however some coordination will be required to acquire all the permits. The City and its consultants have a good working relationship with the Federal Emergency Management Agency, WA Department of Ecology, US Fish and Wildlife, National Marine Fisheries Service, WA Department of Fish and Wildlife, and King County Flood Control Zone District. The City of Kent will stay in contact with the various agencies during the permit process so that the permits will be issued in a timely manner.

Permit Schedule

The City has coordinated with the following state and local agencies and has applied for and has obtained, or is in the process of obtaining, the following permits:

Permit	Work Dates	
	Start	End
SEPA	4/12/11	6/15/11
Hydraulic Project Approval – WDF&W	10/28/10	7/31/11
• Technical Memorandum (ICF International)	8/6/10	10/25/10
• Wetland Delineation (ICF International)	8/6/10	10/25/10
WSDOT Joint Agreement Permit	1/18/11	8/27/11
Shoreline Substantial Development Permit	4/19/11	9/22/11
Shoreline Conditional Use Permit	4/19/11	9/22/11
Flood Zone Permit	10/27/10	1/12/12

Cost: \$50,000

Deliverable: (Two copies) All Permits

Date Due: January 31, 2012

Task 5: Hawley Road Levee Construction

Project construction will be conducted by the City of Kent, in accordance with approved plans, specifications, permits, and generally accepted engineering practices. A contractor will be hired in accordance with City bid and procurement procedures and will reconstruct the levee to meet FEMA accreditation standards.

Cost: \$600,000

Deliverable: (Two copies) As-built drawings, signed and sealed by a Licensed Professional Engineer.

Date Due: October 31, 2012

Task 6: Hawley Road Levee Accreditation

Project accreditation will be conducted in accordance with federal code requirements as administered by FEMA. Consultants have been hired in accordance with City of Kent procurement procedures and have submitted analysis and documentation in a Conditional Letter of Map Revision package which is being reviewed by FEMA's

contractor. Additional studies and responses to questions and comments may be necessary.

Cost: \$60,000

Deliverable: FEMA Accreditation

Date Due: June 30, 2013

Schedule

- Task 1: Project Coordination & Administration
- Task 2: Right of Way Plans and Easement Acquisitions
- Task 3: Hawley Road Levee Design Plans
- Task 4: Project Permits
- Task 5: Hawley Road Construction
- Task 6: Hawley Road Levee Accreditation

Task	2011					2012											2013							
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Budget

Budget Conditions

1. **Project Administration:** For the administration of this agreement the RECIPIENT must follow the current edition of the Administrative Requirements for Ecology Grants and Loans (Yellow Book).
2. **Invoicing:**
 - Grants are awarded on a reimbursable basis. The Recipient initially pays project costs in full. Upon presentation of an invoice to Ecology, Ecology's share of the project is reimbursed to the Recipient.
 - Expenditures will be monitored by the Ecology Fiscal Office for compliance with the budget (see below). Budget deviations are allowed between tasks (e.g., a grantee may spend less money on one task and more on another), but in no circumstances may the state share of the project cost be exceeded without a prior written amendment. When submitting invoices to Ecology, **the RECIPIENT shall itemize all costs by task** and provide subtotals by task on Ecology's Form C2, Voucher Support Form. All payment requests must have forms A, B, C (and D if applicable), be accompanied by supporting invoicing documents a commensurate progress report, and receive Ecology Project Officer approval before payment can be released.

NOTE: For payment requests, the RECIPIENT must use the Ecology forms contained in the Yellow Book. Otherwise, Ecology will return requests to the RECIPIENT for submittal on the correct forms.

 - Forms - <http://www.ecy.wa.gov/biblio/9118.html>
 - Yellow Book - <http://www.ecy.wa.gov/biblio/9118.html>
 - The RECIPIENT must **maintain complete backup documents** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by the DEPARTMENT.
 - Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms. Financial reports will be submitted 45 days after the quarter closes.
 - The **indirect rate must not exceed 25 percent** of direct (staff) labor and benefit costs. This rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.
 - **Right to Audit:** The Recipient agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The Recipient shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants.

- An **estimate** is the dollar amount the Recipient anticipates requesting from Ecology for project costs incurred through June 30, 2012 and has not yet submitted for reimbursement.

Ecology must have these estimates to ensure that sufficient funds are reserved to reimburse the Recipient for expenditures incurred in the respective fiscal year.

Specific dates for submittal of either an invoice or an estimate are established by the Ecology Fiscal Office. Estimates for the amount due the recipient can be provided to Ecology via e-mail to the project officer and grant administrator.

- **Final payment** of grant projects is contingent on receipt of viable deliverables as listed in this grant agreement. A final invoice will be submitted 45 days after the final quarter of the grant agreement.

2. **Budget** (for RECIPIENT reporting and Ecology tracking purposes):

The source of funds provided by the DEPARTMENT are from the 2011-2013 Washington State §3055 Capital Budget for the Hawley Road Levee.

Maximum Eligible Project Cost: \$900,000
 Maximum State Grant: \$900,000

3. **Estimated Costs**

Work Item	Cost
Task 1 Project Coordination and Administration	\$90,000
Task 2 Right-of-way Plans/Easements Acquisition	\$40,000
Task 3 Hawley Road Levee Design Plans	\$60,000
Task 4 Project Permits	\$50,000
Task 5 Hawley Road Levee Construction	\$600,000
Task 6 Project Accreditation	\$60,000
HAWLEY ROAD PROJECT COST	\$900,000

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Special Terms and Conditions

AGREEMENT PROVISIONS

1. **Compliance with all Laws:** The Recipient shall comply fully with all applicable federal, state and local laws, orders, regulations and permits.
2. **Restrictions on Lobbying:** The Recipient of this agreement is prohibited from using funds provided by this agreement for lobbying purposes in accordance with the Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18, current edition, Part III, Section G.
3. **Local Decision:** This grant is made in response to a request for financial assistance from the Recipient to undertake flood damage prevention projects. The choice of floodplain management activities addressed by this grant is a local decision made solely by the Recipient. The Recipient is not acting as an agent of the State.
4. **Lawsuits:** The Department shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.
5. **Indemnification, Hold Harmless and Duty to Defend**
 - a. The Department shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.
 - b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section. To the extent the constitution and laws of the State of Washington permit, Recipient shall indemnify, defend and hold harmless the State, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, Recipient agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

The Recipient will not be required to indemnify, defend, or save harmless the State, its agencies, officers or employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the State. Where such claims, suits, or actions result from the concurrent negligence of (a) the State, or the State's agents or employees and (b) the Recipient or the Recipient's agents or employees, the indemnity provisions

provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Recipient's negligence or the negligence of its agents and employees.

- c. To the extent that the constitution and laws of the State of Washington permit, Recipient shall indemnify and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, Recipient agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.
6. **IF** this project involves the collection of environmental measurement data, the Recipient needs to prepare a QAPP to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating this data. The plan shall be conducted in accordance with the DEPARTMENT's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 04-03-030) available at <http://www.ecy.wa.gov/biblio/0403030.html>. The plan must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all environmental data generated will meet these requirements. The size and complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. In developing the plan, the RECIPIENT may also reference Ecology's Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78), available at <http://www.ecy.wa.gov/biblio/9178.html>. The QAPP report shall be limited to a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.
- The QAPP plan may describe the following elements:
- Assumptions that direct the collection and analysis;
 - Resources used (such as flights for aerial photos);
 - Resource documents that will be consulted;
 - Field methods employed;
 - Office methods employed;
 - Training level of staff involved in data collection and analysis;
 - Equipment / materials to be used and accurate calibration assurance.
7. **Responsibilities of the Project Coordinator:** The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

8 Coordination with Ecology's Geographical Information System (GIS)

IF this project involves developing GIS data, the Recipient shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the Department utilizes the following standards:

Ecology's GIS Standards	
ESRI's ArcGIS	9.x
ESRI's ArcView	Current Version
Horizontal Datum	NAD 83 HARN
Vertical Datum	NGVD 88
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system
Vector Import Format	ArcExport, shapefiles, file or personal geodatabase
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS, SID

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Jerry Franklin at 360 407-7470; Fax: 360 407-6902; E-Mail: jfra461@ecy.wa.gov or Dan Saul at 360-407-6419; E-Mail: dsau461@ecy.wa.gov for further data sharing and compatibility information.

The RECIPIENT shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

9. Quarterly Reporting

Quarterly Reports are contingent on the effective date of the agreement. For timely preparation and review, quarterly reports shall convey essential information in a simple, concise manner through the use of bulleted summary statements, lists, and tables and include the following:

- a. A comparison of actual accomplishments to the objectives established for the reporting period including a description of issues on fisheries resources;
- b. For any work related to GIS, designate data standard utilized and associated data documentation.
- c. Status of project schedule
- d. Personnel changes
- e. Any difficulties encountered during the quarter.
- f. Environmental benefits being achieved by the project

Reporting Periods

Progress Report	Reporting Period	Date Due
First Quarter (Year 1)	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

For Report Contents and Ecology’s form: Please visit our website at:
<http://www.ecy.wa.gov/programs/sea/grants/flooddamageprevention>

County or City Name Grant No. G1000___ Project Title Task Title Task Number Date

10. Identification of Project Materials - All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department).

11. Format for Publications and Brochures: Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in Ecology's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

- 12. Amendments:** A "letter" amendment is a written request by the Recipient to extend the project completion and expiration dates provided that is allowed by the grant program. On the approval of Ecology’s project officer, the request is then forwarded to the Ecology Budget and Fiscal Offices for processing. A formal amendment is required for a significant change to the scope of work or an increase to the total eligible project cost and is signed by both parties.
- 13. Minority And Women's Business (MWBE) Participation:** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE

Professional Services

10% MBE

4%WBE

Meeting these goals is *voluntary* and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

- f. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
 - g. The total dollar amount paid to qualified firms under this invoice.
14. **Right to Audit:** The Recipient agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The Recipient shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants.
 15. **Grant Closeout:** The end date for this project is **June 30, 2012**. A grace period of 45 days for all deliverables and invoice vouchers is allowed as stipulated in the scope of work or by the State Office of Financial Management (OFM) through Ecology's Fiscal Office.
 16. **All Writings Contained Herein:** This agreement, the appended "General Terms and Conditions", and the Department's current edition of "Administrative Requirements for Ecology Grants and Loans" contain the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendments to 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

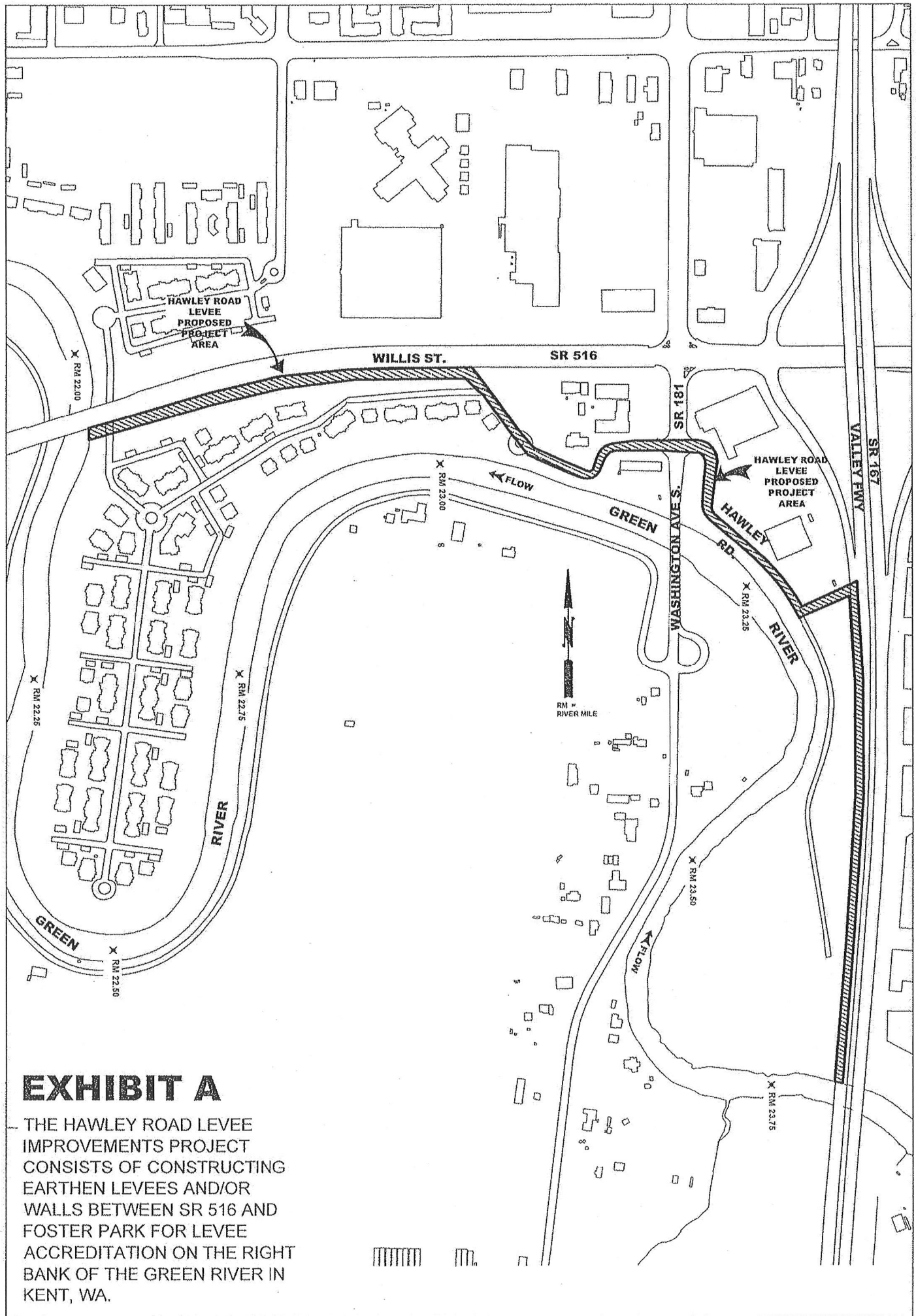


EXHIBIT A

THE HAWLEY ROAD LEVEE IMPROVEMENTS PROJECT CONSISTS OF CONSTRUCTING EARTHEN LEVEES AND/OR WALLS BETWEEN SR 516 AND FOSTER PARK FOR LEVEE ACCREDITATION ON THE RIGHT BANK OF THE GREEN RIVER IN KENT, WA.

DRAFT: Agreement No. G1000___ between the
Washington State Department of Ecology and
The King County Flood Control Zone District
Project: Hawley Road Levee Improvements