

RESOLUTION NO. 2013-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, APPROVING THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT AND CENTENNIAL GRANT FUND AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF DEER PARK FOR DEER PARK AERATED LAGOON SCREENING AND AERATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THAT SAME ON BEHALF OF THE CITY.

---

**WHEREAS**, the City staff have reviewed the Loan and Grant Agreement identified in this Resolution and determined that the terms and conditions of the Loan and Grant Agreement are beneficial to the City and approval of this Resolution will result in a cost savings to citizens of the City and customers of the City sewer system; and

**WHEREAS**, the Mayor and City Council concur with the recommendation of City Staff and have concluded that passage of this Resolution is in the best interests of the public health, safety, and welfare of the citizens of the City of Deer Park; **NOW, THEREFORE**,

**THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON,**  
**HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** That certain Loan and Grant Agreement identified as the Washington State Water Pollution Control Revolving Fund Loan Agreement and the grant agreement identified as the Centennial Clean Water Fund Agreement between the State of Washington Department of Ecology and the City of Deer Park for the Deer Park Aerated lagoon Screening and Aeration

Project should be and is hereby approved by the City and the Mayor is authorized to execute the Loan and Grant Agreement on behalf of the City.

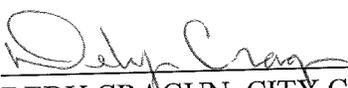
**Section 2.** This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council at an Open Public Meeting the 18<sup>th</sup> day of September, 2013.

APPROVED:

  
MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:

  
DEBY CRAGUN, CITY CLERK/TREASURER

**State Revolving Fund Loan & Centennial Grant (Facilities-  
Non-Stormwater) "Mini Boilerplate"**

**Project Manager:** Cynthia Wall

**Recipient Name:** City of Deer Park

**DUNSs Number:** 181887050

**Application Number:** FP14035

**How is the loan being secured?**     General Obligation  
   Revenue Secured  
   Other, explain:

**Increased Oversight?**     Yes     No

**Useful life of the Project:** 20 years

**Estimated Project Start Date:** July 1, 2013

**Funding Agreement Effective Date:** July 1, 2013

**Estimated Initiation of Operation Date:** April 1, 2015

**Estimated Project Completion Date:** July 30, 2015

**Other Milestone or Target Dates:**  Yes     No

**If there are other milestones or Target Dates, what are they?**

**Add supplemental aeration to primary lagoon to enhance CDBG project completed prior to Ecology award of funds.**

**Interim Refinance:**  Yes     No    **If yes, Effective Date:**

**PART II. PROJECT SUMMARY**

The Deer Park aerated lagoon receives wastewater flows from the collection system through the headworks structure. The wastewater currently receives comminution (grinding of solids) before entering the lagoon. The fibers produced during the grinding process tend to reform a mass of fibrous material that fouls the mechanical aerators in the lagoon. This has created a significant process issue for the Deer Park maintenance staff. Recent odor production at the aerated lagoon has also resulted in an evaluation of the dissolved oxygen levels in the lagoon, which have been found to be unacceptably low. Additional aeration is required to elevate the oxygen levels and

achieve the desired treatment. In May of 2012 the aeration lagoon chemistry went out of balance (for the second time in three years), causing an odor and floatables issue that were both troubling and significant. The odor concern brought threats of action from Spokane Clean Air representatives towards the City. Sampling efforts were conducted immediately and shared with Ecology representatives. A very low dissolved oxygen level of 0.6 mg/l was discovered. The surface aerators working at full capacity do not properly raise the dissolved oxygen levels in the lagoon. This project will provide headworks screening to current standards and will provide supplemental aeration, which together will address the fouling, treatment and odor issues described above. The new aeration will effectively aerate the deeper levels the surface aerators cannot adequately aerate.

**PART III. PROJECT BUDGET**

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	CCWF	Forgivable Principal Loan Amount	Loan Amount
1. Project Administration/Management	\$6,000	\$6,000	\$0	\$0	\$0
2. Design and Bid Services	\$90,850	\$90,850	\$0	\$45,425	\$45,425
3. Construction	\$908,500	\$908,500	\$487,163	\$0	\$421,337
4. Construction Management	\$127,190	\$127,190	\$0	\$0	\$127,190
5. Change Order Allowance	\$45,425	\$45,425	\$0	\$0	\$0
Total	\$1,132,540	\$1,132,540	\$487,163	\$45,425	*\$593,952

\*The DEPARTMENT’S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

Other Funding Sources:

Federal: CDBG - \$198,718

State:

Local Funds: \$23,280

**PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT**

(see Important Dates in Part I and Post Project Assessment in Attachment 4)

A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:

- Severe Public Health Hazard or Public Health Emergency eliminated.
- Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.

Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.

B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.

1. Achieve desired treatment levels before application to land.
2. Mitigation of odor.
3. Meet requirements of WAC 173-308-205.

C. Does this PROJECT address a TMDL:  Yes  No

D. Environmental Mitigation:  Yes  No If Yes, list the environmental mitigation measures:

## **PART V. SCOPE OF WORK**

### **Task 1 - Project Administration/Management**

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this LOAN agreement.

Required Performance:

1. Effective administration and management of this project.
2. Timely submittal of all required performance items, progress reports, financial vouchers and the final project report.
3. Write and submit a one to two page summary of project accomplishments and outcomes at project completion, including pictures, to be published in the DEPARTMENT's Annual Water Quality Financial Assistance Report following the DEPARTMENT's water quality stories format.

### **Task 2 – Design and Bid Services**

- A. The RECIPIENT will design the Aerated Lagoon Screening and Aeration Project. The

design must comply with the General Project Management Guidelines (Attachment 4 ). Elements of the design will include:

1. Headworks screening structure and fine screen equipment.
  2. Supplemental aeration equipment at the aerated lagoon.
- B. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.
- C. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.
- D. The RECIPIENT will comply with federal cross cutting requirements, and assist the DEPARTMENT with any consultation required by federal resource protection agencies. The RECIPIENT will submit a final Cross Cutter Report to the DEPARTMENT for review and final determination of impacts for each of the required federal cross cutters. Costs incurred for construction activities that occur before federal cross cutter approval will not be eligible for reimbursement.
- E. The RECIPIENT will also submit documentation to the DEPARTMENT to facilitate cultural resources review. Costs incurred for construction activities that occur before SERP approval and cultural resources review will not be eligible for reimbursement.

**Required Performance:**

1. A copy of all executed contracts for engineering and design work to be performed under this task. The RECIPIENT must submit contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Documentation of the RECIPIENT's process for procuring engineering services.
3. Two copies of the draft and final design to the DEPARTMENT for review and approval.
4. Two copies of final Cross Cutter Report to DEPARTMENT's Project Manager for DEPARTMENT's review and concurrence.
5. Investment Grade Efficiency Audit documentation.

**Task 3 - Construction**

- A. The RECIPIENT will include the DEPARTMENT's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT.
- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Headworks screening structure and fine screen equipment.
  2. Supplemental aeration equipment at the aerated lagoon.
- C. The RECIPIENT will conduct a pre-construction conference and invite DEPARTMENT staff.
- D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.

Required Performance:

1. Satisfactory completion of the PROJECT in conformance with the approved Plans and Specifications.
2. Investment Grade Efficiency Audit documentation.
3. The RECIPIENT will submit all required submittals as described in the General Project Management Guidelines (Attachment 4), including:
  - a. Bid Tabs, the Notice of Award, and a copy of the executed contract. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before the DEPARTMENT will provide reimbursement for work performed under this task.
  - b. Copy of the advertisement for bids and the affidavit of publication.
  - c. Copy of the notice to proceed.
  - d. Minutes of the pre-construction meeting.

**Task 4 – Construction Management**

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the PROJECT. This may involve procuring the professional services.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to the DEPARTMENT for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to the DEPARTMENT. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

- E. The RECIPIENT will prepare an Operation and Maintenance (O&M) manual amendment that addresses the equipment installed under this PROJECT. The O&M amendment must be sufficient to allow the operator to operate the facility within the permit limits.
- F. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to the DEPARTMENT in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT, and is accurately shown on the as-built plans.

Required Performance:

1. Submittal of a copy of all executed contracts for engineering services and construction performed under this task. The RECIPIENT must submit executed contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Documentation of the RECIPIENT's process for procuring engineering services.
3. Submittal of a Construction Quality Assurance Plan.
4. Submittal of "as-built" plans.
5. Submittal of an Operation and Maintenance Manual or amendment.
6. Submittal of a Declaration of Construction completion.

**Task XYZ – Change Orders.**

- A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.
- B. The RECIPIENT will submit the change orders to the DEPARTMENT for approval as described in the General Project Management Guidelines (Attachment 4).

Required Performance:

1. Submittal of all change orders. Changes to the construction contract must be approved prior to reimbursement for work performed under this task.

**PART V(a). SPECIAL TERMS AND CONDITIONS**

**NOTES/COMMENTS/OTHER PERTINENT INFO:**