

**BEFORE THE BOARD OF SUPERVISORS OF THE
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

**APPROVING RCO GRANT AGREEMENT 23-1811 CONCERNING) RESOLUTION NO. 25-003
ENGINEERING AND AMENDMENTS 1 THROUGH 3 TO THAT)
AGREEMENT**

WHEREAS, the Chehalis River Basin Flood Control Zone District (District) and Washington Recreation and Conservation Office (RCO) entered into interagency agreement number 23-1811 on January 18, 2024 whereby \$5.89 million in Office of Chehalis Basin funding would support engineering efforts for avoidance, minimization, and mitigation for the District’s proposed flow-through dam for flood control; and

WHEREAS, in early 2024 after the above contract was signed, the District adopted Lewis County’s procurement policy setting forth the signature authority of the District Administrator (which before was not specified), requiring the Supervisors’ approval for procurement contracts greater than \$350,000; and

WHEREAS, in August and October 2024 the District and RCO signed zero-dollar amendments clarifying the scope of work (Amendment 1) and making an administrative change for accounting purposes (Amendment 2); and

WHEREAS, the District and RCO now propose to amend the contract via Amendment 3 to add additional funds so that the total contract funding from RCO would be \$8.34 million; and

WHEREAS, although the procurement policy addresses the spending of funds and not their receipt, such an amendment should be approved by the Supervisors, in prudence, by analogy to the adopted procurement policy; and

WHEREAS, the Supervisors have always been aware of the RCO contract 23-1811 funding, and there is no doubt that they approved of the contract to facilitate their adopted budget and the work of the District; and

WHEREAS, to remove any concern regarding the District’s approval of the contract since inception, amendment 1, or its amendment on this occasion, Board action is advisable.

NOW THEREFORE BE IT RESOLVED that RCO Contract 23-1811 concerning engineering is hereby approved nunc pro tunc since its inception, as is amendment 1 to that contract, and amendment 2 is also approved. The Administrator’s signatures on the original contract and Amendment 1 and 2 are ratified as the District’s. The Administrator is authorized to sign amendment 3 on behalf of the District.

[Signatures appear on the following page.]

The foregoing resolution was ADOPTED by the Board of Supervisors of the Chehalis River Basin Flood Control Zone District at a special open public meeting this 3rd day of February, 2025.

APPROVED AS TO FORM:

BOARD OF SUPERVISORS OF CHEHALIS RIVER BASIN
FLOOD CONTROL ZONE DISTRICT

By Jay Deputy Project Atty
By: Interim District Counsel

Scott Brummer
Scott Brummer, Chair

ATTEST:

Sean Swope
Sean Swope, Vice Chair

Tammy Martin
Tammy Martin, Interim Clerk of the Board

Lindsey R. Pollock DVM
Lindsey R. Pollock, DVM, Supervisor

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
AND
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

Project #: 23-1811

Contract Amount: \$5,890,700

Project: Engineering and Tech Analyses

Contract Type: Interagency Agreement

Period of Performance: November 1, 2023 – June 30, 2025

PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO," and Chehalis River Basin Flood Control Zone District, hereinafter referred to as "FCZD" pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this contract is to fund FCZD project management and oversight to work on state and federal Environmental Impact Statement (EIS) processes for a proposed water retention facility (i.e., dam or Flood Retention Expandable [FRE]) and improvements to a levee around the Chehalis-Centralia Airport.

SOURCE OF FUNDING

Funds for this Agreement are being appropriated from the Washington State Department of Ecology (ECOLOGY) and administered through RCO.

PERIOD OF PERFORMANCE

This Agreement shall become effective November 1, 2023 and expire on June 30, 2025 except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

FCZD shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work as follows:

Task 1: Construction Schedule and Cost Estimate Development

FCZD will advance potential construction phasing, schedule, staging and opinion of probable construction cost (OPCC) to a conceptual level of development for the upstream alignment of the FRE structure. FCZD will develop a potential diversion and care of water approach to a conceptual level and will also design a bypass of the Chehalis River and Crim Creek around the construction site to a conceptual level.

FCZD will also advance potential construction phasing, schedule, staging and OPCC based on the preliminary design for the FRE structure.

Deliverables

The following deliverables will be included in the RPDR, which will be submitted to ECOLOGY:

- Construction staging and sequencing.
- Open channel bypass conceptual design (plan and profile).
- Construction schedule and schedule analysis.
- Cost opinion.
- Cost and schedule risk.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Updated Final Cost, Schedule, and Constructability Technical Memorandum (TM).

Task 2: Fish Passage Design Advancement

FCZD will update the conceptual fish passage design for the Revised Project Description. This task includes reconvening the 2016-2017 Fish Passage Technical Subcommittee (referred to as Fish Passage TWG) to reach agreement on design flows, design criteria, performance requirements, and preliminary sizing and layout for permanent and construction phase fish passage features associated with an FRE structure constructed on the Chehalis River upstream of the culturally sensitive area. Fish passage design will consider passage of all native fish species and life stages in the Chehalis River at the project location. TWG meetings will be documented in meeting notes and included as an appendix to the Revised Project Description.

FCZD will examine whether additional conduits and different conduit sizes may be better suited to meet the hydraulic and fish passage requirements at the upstream FRE alignment. FCZD will update the hydraulic design of the stilling basin according to the selected conduit design and the spillway for the revised FRE structure location and configuration. FCZD will develop a conceptual-level Operation and Maintenance TM for the combined FRE and Collect, Handle, Transfer, and Release (CHTR) facility.

As part of this task, FCZD will also verify the U.S. Geological Survey (USGS) gage datasets and sources. FCZD will assess and collect additional topographic and bathymetric data as needed to support hydraulic modeling.

Additionally, FCZD will produce a TM that will include the hydraulic design of the spillway, stilling basin, and conduits to approximately a 30% level of development. FCZD will use outputs from hydraulic modeling, such as velocities, depths, and size of sediment transported to support Endangered Species Act (ESA) consultation.

Deliverables

The following deliverables will be included in the RPDR, which will be submitted to ECOLOGY:

- Draft and Final Fish Passage Technical Subcommittee Meeting Minutes.
- Draft and final TMs summarizing the comparison of spillway and energy dissipation technologies.
- Draft and final TM summarizing the comparison of conduit layouts.
- Hydraulic profile of the conduits and stilling basin in PDF format.
- Draft and final TMs summarizing the operation and maintenance of the FRE structure, including CHTR.
- Draft and final summary TM updating the conceptual fish design.
- Draft and final summary TM of the USGS gage data.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Final Spillway Preliminary Hydraulic Design TM.
- Final Conduit Preliminary Hydraulic TM.
- Design drawing with a hydraulic profile of the conduits and stilling basin in PDF format.
- Final Selective Withdrawal Structure Massing TM.

Task 3: Geotechnical Design

FCZD will advance the geotechnical foundation design objective aspects of the proposed arched shaped roller-compacted concrete (RCC) dam, located upstream from the original alignment, to a conceptual level. FCZD will use both recent and former geotechnical investigations in the conceptual design.

This task supports continued geotechnical exploration to increase site characterization, including up to 23 additional site borings and 6,500 lineal feet of geophysical survey, leading to design advancement of the dam foundation. FCZD will use this data to develop a Geological/Geotechnical Data Report (GDR) to support design, cost, constructability and schedule advancement of the work in this contract. FCZD will adhere to National Historic Preservation Act Section 106 cultural resources requirements for this work.

Deliverables

The following deliverables will be included in the RPDR, which will be uploaded to PRISM:

- Summary of foundation conditions.
- Summary of the conceptual foundation excavation objective.
- Summary of the conceptual foundation treatments.
- Summary of the conceptual landslide evaluation using existing data.
- Recommendations for future investigations and design phases

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Final Geologic/Geotechnical Data Report (GDR).
- Geotechnical Design TM.
- Final cultural survey plan.
- Final Section 106 consultation report.

Task 4: Operations Plan Development

FCZD will complete a series of technical analyses to advance the understanding of the FRE's operational flexibility under current and future climate change hydrological conditions with the goal of identifying minimization and avoidance operations that may decrease long-term impacts during proposed FRE operations.

FCZD will revise precipitation and flow frequency information required to assess project performance for existing climate conditions and potential future climate scenarios. Revised planning level design hydrology is required for structural design for both existing climate conditions/trends and potential future climate scenarios. FCZD will also include developing Water Control Plan (WCP) alternatives that allow for operational flexibility with the goal of qualifying minimization and avoidance operations that may decrease long-term impacts during FRE operations. As part of the WCP, FCZD will develop a schema for the predictive component of FRE operations. FCZD will evaluate options for providing power, control, and monitoring to support facility operations and other site requirements.

Deliverables

The following deliverables will be included in the RPDR, which will be uploaded to PRISM:

- Final Hydro-Meteorological Data Set TM.
- Existing HEC-HMS and HEC-ResSim model advancement TMs.
- Final Unregulated Frequency Analysis TM.
- Final Probable Maximum Flood Development TM.
- Final Inflow and Construction Flood Hydrographs TM.
- Final Unregulated Streamflow Hydrology – Current Conditions and Future Climate TMs.
- Final Reservoir Operation Evaluation – Current Conditions and Future Climate TMs.
- Final Future Climate Impacts TM.
- Final Hydraulic Routing TM.
- Final analysis report summarizes findings developed in this task.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Hydro-meteorological TM.
- Climate Change Scaling TM.
- Unregulated Flow Datasets TM.
- Unregulated Frequency Analysis TM.
- Climate Change Scale Factors TM.
- Probability Maximum Flood Sensitivity Analysis TM.
- Reservoir Simulation Analysis TM.
- Water Control Plan Sensitivity Analysis TM.
- Hydraulic model files, including input and results.
- Final Design Criteria, Limitations, and Assumptions TM documenting the electrical and controls design criteria, limitations, and design options that affect the electrical and controls design.
- Final Hydrologic Analysis Report (Combines all analysis and findings from this task)

Task 5: Structural Design Advancement

FCZD will advance the conceptual level design of the dam and integral spillway (dam and spillway), outlet works, fish passage, flood control structures (outlet and fish passage), hydro-mechanical (gate design), and the conceptual sizing and layout of the outlet works (gates and valves). FCZD will develop conceptual design criteria and then configure and size the dam and appurtenant structures so that they will perform satisfactorily under the anticipated loading.

FCZD will advance the structural design to support the design advancement of the spillway, stilling basin, and conduit design elements; advance the mechanical engineering (gate design) to incorporate and evaluate operational criteria; advance the outlet conduit gate drawings to approximately 30% level and advance the conceptual design of the flood fish passage collection facility developed in CIVIL3D and Revit; and provide updates to project drawings to reflect design advancements.

Deliverables

The following deliverables will be included in the RPDR, which will be uploaded to PRISM:

- Conceptual level structural design TM.
- Conceptual level design drawings.
- Updates to the Design Criteria.
- Summary of the structural analyses and results in the Conceptual Design Report.
- Appendix to the Conceptual Design Report, including Attachments, that describes the analyses.

- Initial Analysis Gate Model and technical memorandum – Results from initial loading and sizing analysis.
- Conceptual Gate Design technical memorandum – Document design decisions, describe outlet works gates, valves, and features.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Preliminary level design drawings in Adobe PDF format.
- Updates to the Design Criteria in Adobe PDF format.
- Summary of the structural analyses and results at the Preliminary Design Level.
- Preliminary Gate and Valve Design Technical Memorandum.
- Final Preliminary Conduit Gate Mechanic Design Technical Memorandum.
- Final Preliminary Structural Design Technical Memorandum.
- AutoCAD 3D drawings of in PDF format.

Task 6: FRE Preliminary Design Report

FCZD will complete a FRE Preliminary Design Report (PDR) that will summarize engineering design work completed and will incorporate Technical Memorandums developed and described under each task, within the PDR appendices.

Deliverables

- Final FRE Preliminary Design Report uploaded to PRISM.

Task 7: SEPA & NEPA Coordination

This task supports the technical contractor’s continued SEPA and NEPA coordination with FCZD, regulatory agencies, and stakeholders. The task also includes coordination with engineering to develop waters of the United States impact data to support updating the Department of Army Permit Application (DAPA).

Task 8: Update Biological Assessment

FCZD will update the 2021 draft, Joint-Services Biological Assessment with supplemental information and studies to support federal ESA Section 7 consultation under the Magnuson-Stevens Act for the FRE.

Deliverables

- Final Biological Assessment Report uploaded to PRISM.

ESTIMATED BUDGET BY TASK

Task	Budget
Task 1: Cost Estimate Development	\$135,000
Task 2: Fish Passage Advancement	\$750,700
Task 3: Geotechnical Design Advancement	\$2,975,000
Task 4: Operations Plan Development	\$810,000
Task 5: Structural Design Advancement	\$650,000
Task 6: Preliminary Design Report	\$245,000

Task 7: SEPA & NEPA Coordination	\$190,000
Task 8: Update Biological Assessment	\$135,000
TOTAL	\$5,890,700

COMPENSATION

RCO shall reimburse FCZD an amount not to exceed **Five Million Eight-Hundred Ninety Thousand, Seven Hundred Dollars (\$5,890,700)**, including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement. For indirect costs, FCZD may charge their federally approved rate, or they may charge up to 10% of modified total direct costs; if they have no such rate, they may charge a RCO negotiated rate. All rates must be on file with RCO. This applies to subcontractors.

FCZD shall be allowed to move amounts not to exceed ten percent of the amount from any task or total between tasks. Budget changes in excess of ten (10) percent may be made only upon the written approval of both parties to this Agreement.

BILLING AND PAYMENT

RCO shall pay FCZD upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted quarterly in PRISM. Deliverables are subject to approval by RCO prior to payment.

Invoices shall describe and document, to RCO's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number. If expenses are invoiced, provide a detailed breakdown of each type. If billing by task, invoice must indicate the task completed and amount.

A receipt must be retained by FCZD for any single expense in the amount of \$50.00 or more. Receipts shall be uploaded in PRISM if: 1) the expense is \$1,000.00 or greater, or 2) the expense is \$500.00 or greater for bills totaling less than \$50,000.00.

Payment shall be considered timely if made by RCO within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent electronically or mailed to the address designated by FCZD.

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

Travel costs are limited to state per diem rates. This includes travel for subcontractors and subconsultants.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

PERFORMANCE REPORTING

FCZD must complete Progress and Final Reports in PRISM as assigned through milestones.

ARCHAEOLOGICAL AND CULTURAL RESOURCES

In accordance with IAA No. C2400039, RCO IAA 25-04, ECOLOGY shall act as the lead agency for compliance with Governor's Executive Order 21-02 and ensure compliance with all other applicable local, state, and federal laws protecting cultural resources and human remains. The FCZD shall contact ECOLOGY to discuss any Cultural Resources requirements for the project.

No ground disturbing work shall commence in the project area until the FCZD has been provided notice of cultural resources completion from the lead agency. RCO cannot reimburse for ground disturbing activities until documentation is provided that cultural resources review has been completed. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

Ground Disturbance is any action or activity that results in the movement of earth, soils, or sediments, or the change in the existing soil or sediment cover (both vegetative and non-vegetative), or the existing topography. Ground disturbing activities include, but are not limited to: digging, trenching, tunneling, concrete cutting, and boring, adding fill, building on, removing trees, using heavy equipment on, compacting. Compaction that is associated with the stabilization of structures, temporary or permanent equipment, temporary or permanent road construction, staging, and on-site transit and other activities that would change or potentially impact a cultural resource if one is present shall be considered ground disturbance.

EQUIPMENT

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

Disposition: When equipment is no longer needed for the original purpose, or the agreement is no longer active, FCZD must request instructions for disposition. If the equipment is needed for continued operation of the project or another Chehalis Basin agreement with FCZD, ECOLOGY may allow FCZD to retain the equipment with no further compensation to ECOLOGY. ECOLOGY may add conditions for continued use of the equipment.

If the equipment is no longer needed for the project, and FCZD has no further need for the equipment, ECOLOGY may allow FCZD to:

- Transfer ownership to ECOLOGY (or a third party named by ECOLOGY) and request reimbursement for FCZD's share of the current fair market value. If FCZD transfers ownership and the transfer is done before project close-out, any amount due to FCZD will be reimbursed by ECOLOGY.
- Retain or sell the equipment and pay ECOLOGY its share of the current fair market value, sale proceeds, or other price agreed to by ECOLOGY. FCZD must follow sales procedures that ensure the best value acceptable to ECOLOGY. ECOLOGY may require FCZD to complete the sale before project close-out and deduct the sale proceeds from the final payment, or ECOLOGY may invoice FCZD.

ENVIRONMENTAL DATA STANDARDS

The CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. The CONTRACTOR is to contact ECOLOGY as the lead agency if unsure about whether a QAPP is required for their project. If a QAPP is required, CONTRACTOR shall:

- 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.

The 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: <http://www.ECOLOGY.wa.gov/eim>.

The 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>. When requested by ECOLOGY, the CONTRACTOR 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.

CONFLICT OF INTEREST

FCZD shall act in a professional and ethical manner and avoid any conflict of interest that might influence FCZD's actions or judgment. FCZD must disclose immediately to RCO any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of FCZD in rendering service to RCO.

FCZD shall not permit its staff to work on any RCO funded or managed project related to this Agreement if such staff also voluntarily testify, advocate, work for, or consult for parties with interests or involvement in any related RCO funded or managed project, or on subject matter related to such related RCO project, during the Agreement term and for two years after end of the Agreement term, unless FCZD obtains prior written approval from RCO. This requirement shall survive termination of the agreement.

DISPUTES

In the event that a dispute arises under this Agreement, 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 evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

SUSPENSION

The obligation of RCO to manage Agreement terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the Agreement must cease until such time funds are obligated to RCO and RCO provides notice to continue work.

TERMINATION

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

ASSURANCES

FCZD shall comply with all applicable state, federal and local laws and regulations while performing under this Agreement.

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:

1. Applicable state and federal statutes, and local laws, rules and regulations
2. Statement of Work
3. Any other provisions of the Agreement, including materials incorporated by reference.

AGREEMENT REPRESENTATIVES

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

<i>Agreement Manager for FCZD:</i>	<i>Agreement Manager for RCO:</i>
Matthew Dillin 351 NW North St, Chehalis, WA 98532 (509) 289-9078 matt.dillin@lewiscountywa.gov	Sasha Medlen PO Box 40917 Olympia, WA 98504-0917 (360) 819-3374 sasha.medlen@rco.wa.gov

NONDISCRIMINATION

a. Nondiscrimination Requirement

During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including

implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

ENTIRE AGREEMENT

This Agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This Agreement shall be subject to the written approval of RCO's authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

THIS AGREEMENT, consisting of **ten (10)** pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

**WASHINGTON STATE RECREATION AND
CONSERVATION OFFICE**

**CHEHALIS RIVER BASIN FLOOD
CONTROL ZONE DISTRICT**

Marc Duboiski

Marc Duboiski (Jan 18, 2024 13:10 PST)

SIGNATURE

Marc Duboiski

PRINT NAME

Salmon Section Manager

TITLE

DATE

Ryan Barrett

Ryan Barrett (Jan 17, 2024 16:45 PST)

SIGNATURE

Ryan Barrett

PRINT NAME

Interim Administrator Jan 17, 2024

TITLE

DATE












23-1811 Agreement - Engineering Analyses

Final Audit Report

2024-01-18

Created:	2024-01-17 (Pacific Standard Time)
By:	Brittany Engle (brittany.engle@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAClJ8ysSzoQjeNS3HlalZMd7glHn2VsYq

"23-1811 Agreement - Engineering Analyses" History

-  Document created by Brittany Engle (brittany.engle@rco.wa.gov)
2024-01-17 - 12:59:48 PM PST
-  Document emailed to ryan.barrett@lewiscountywa.gov for signature
2024-01-17 - 1:01:08 PM PST
-  Email sent to eric.thompkins@rco.wa.gov bounced and could not be delivered
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-  Email sent to sasha.medlin@rco.wa.gov bounced and could not be delivered
2024-01-17 - 1:01:20 PM PST
-  Email viewed by ryan.barrett@lewiscountywa.gov
2024-01-17 - 1:28:36 PM PST
-  Signer ryan.barrett@lewiscountywa.gov entered name at signing as Ryan Barrett
2024-01-17 - 4:45:57 PM PST
-  Document e-signed by Ryan Barrett (ryan.barrett@lewiscountywa.gov)
Signature Date: 2024-01-17 - 4:45:59 PM PST - Time Source: server
-  Document emailed to mark.duboiski@rco.wa.gov for signature
2024-01-17 - 4:46:01 PM PST
-  Email sent to mark.duboiski@rco.wa.gov bounced and could not be delivered
2024-01-17 - 4:46:05 PM PST
-  Brittany Engle (brittany.engle@rco.wa.gov) replaced signer mark.duboiski@rco.wa.gov with Marc Duboiski (marc.duboiski@rco.wa.gov)
2024-01-17 - 4:56:15 PM PST
-  Document emailed to Marc Duboiski (marc.duboiski@rco.wa.gov) for signature
2024-01-17 - 4:56:16 PM PST

 Email sent to mark.duboiski@rco.wa.gov bounced and could not be delivered

2024-01-17 - 4:56:20 PM PST

 Email viewed by Marc Duboiski (marc.duboiski@rco.wa.gov)

2024-01-18 - 6:13:57 AM PST

 Document e-signed by Marc Duboiski (marc.duboiski@rco.wa.gov)

Signature Date: 2024-01-18 - 1:10:54 PM PST - Time Source: server

 Agreement completed.

2024-01-18 - 1:10:54 PM PST

Amendment to Contract

Project Sponsor: Chehalis River Basin FCZD
Project Title: FCZD Engineering Analyses

Project Number: 23-1811P
Amendment Number: 1

Amendment Type:

Scope Change

Amendment Description:

This amendment will add the following scope to Task 3 - Geotechnical Design: FCZD will purchase equipment for the long-term storage of geotechnical samples taken to further the design work required for the proposed arched shaped roller-compacted concrete (RCC) dam. Reimbursable expenses include storage containers, installation costs, and permit fees. The deliverable for this scope is documentation of all bidding costs, permit fees, and siting and installation costs for the storage of geotechnical samples. This documentation will be submitted to PRISM.

Agreement Terms

In all other respects the Contract, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington Recreation and Conservation Office

BY: Marc Duboiski
Marc Duboiski (Aug 26, 2024 16:12 PDT)
For Megan Duffy

TITLE: Director

DATE: Aug 26, 2024

Pre-approved as to form:
BY: /S/
Assistant Attorney General

Project Sponsor

AGENCY: Ryan Barrett
Ryan Barrett (Aug 26, 2024 16:02 PDT)

BY: _____

TITLE: District Administrator

DATE: Aug 26, 2024











23-1811 Amendment #1

Final Audit Report

2024-08-26

Created:	2024-08-19 (Pacific Daylight Time)
By:	Brittany Engle (brittany.enge@rco.wa.gov)
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"23-1811 Amendment #1" History

-  Document created by Brittany Engle (brittany.enge@rco.wa.gov)
2024-08-19 - 11:49:56 AM PDT- IP address: 198.238.202.120
-  Document emailed to ryan.barrett@lewiscountywa.gov for signature
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-  Email viewed by ryan.barrett@lewiscountywa.gov
2024-08-26 - 3:32:02 PM PDT- IP address: 172.226.212.8
-  Signer ryan.barrett@lewiscountywa.gov entered name at signing as Ryan Barrett
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Signature Date: 2024-08-26 - 4:02:18 PM PDT - Time Source: server- IP address: 209.34.142.130
-  Document emailed to Marc Duboiski (marc.duboiski@rco.wa.gov) for signature
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-  Document e-signed by Marc Duboiski (marc.duboiski@rco.wa.gov)
Signature Date: 2024-08-26 - 4:12:11 PM PDT - Time Source: server- IP address: 198.238.202.120
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Amendment to Grant Agreement

Project Sponsor: Chehalis River Basin FCZD
Project Title: FCZD Engineering Analyses

Project Number: 23-1811P
Amendment Number: 2

Amendment Type:

Add Worksite or Property

Amendment Description:

This amendment will add a new worksite to track the equipment (Task 3) in Amendment 1.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office

Project Sponsor

BY: *Marc Duboisiki*
Marc Duboisiki (Oct 7, 2024 10:07 PDT)
For Megan Duffy

TITLE: Director

DATE: Oct 7, 2024

Pre-approved as to form:
BY: /S/
Assistant Attorney General

AGENCY: _____

BY: *Ryan Barrett*
Ryan Barrett (Oct 7, 2024 10:06 PDT)

TITLE: District Administrator

DATE: Oct 7, 2024











23-1811 Amendment #2 - Add Worksite

Final Audit Report

2024-10-07

Created:	2024-10-01 (Pacific Daylight Time)
By:	Brittany Engle (brittany.enge@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0Z6yHNvHnB_a8KbQeBJQySKAzQU0CdFc

"23-1811 Amendment #2 - Add Worksite" History

-  Document created by Brittany Engle (brittany.enge@rco.wa.gov)
2024-10-01 - 9:26:47 AM PDT- IP address: 198.238.202.120
-  Document emailed to ryan.barrett@lewiscountywa.gov for signature
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-  Email viewed by ryan.barrett@lewiscountywa.gov
2024-10-07 - 10:04:45 AM PDT- IP address: 104.28.116.92
-  Signer ryan.barrett@lewiscountywa.gov entered name at signing as Ryan Barrett
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**AMENDMENT # 3
BETWEEN
THE STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
AND
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

Project #: 23-1811**Current Contract Amount:** \$5,890,700**Project:** FCZD Engineering Analysis**Contract Type:** IAA**Amendment Type:** Cost Increase and Scope Change**Period of Performance:** November 1, 2023 – June 30, 2025**PURPOSE**

The purpose of this amendment is to add \$2,453,300 of additional funding and add a new task (9) for stakeholder coordination and communication. This new scope will support the continued State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA) review processes for the Chehalis River Basin Flood Control Zone District's Flood Damage Reduction Project.

Past Amount	Increase Amount	Amended Amount
\$5,890,700	\$2,453,300	\$8,344,000

ESTIMATED BUDGET TABLE				
Task	Worksite (include OCB Fiscal Number)	Past Amount	Increase Amount	New Amount
Task 1: Cost Estimate Development	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$135,000	\$128,000	\$263,000
Task 2: Fish Passage	Worksite #1: FCZD Engineer Tech	\$750,700	\$147,300	\$898,000

Task 3: Geotechnical Design Advancement	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$2,905,000	\$400,000	\$3,305,000
Task 3: Geotechnical Design Advance (Equipment only)	Worksite #2 - FCZD Geotechnical Design Equipment (2024F-036-CS)	\$70,000	\$0	\$70,000
Task 4: Operations Plan Development	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$810,000	\$858,000	\$1,668,000
Task 5: Structural Design Advancement	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$650,000	\$145,000	\$795,000
Task 6: Preliminary Design Report	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$245,000	\$145,000	\$390,000
Task 7: SEPA & NEPA Coordination	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$190,000	\$240,000	\$430,000
Task 8: Update Biological Assessment	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	\$135,000	\$270,000	\$405,000
Task 9: Agency/Tribes/OCB/ County Coordination	Worksite #1: FCZD Engineer Tech Analyses (2023F-038-PL)	-	\$120,000	\$120,000
TOTAL		\$5,890,700	\$2,453,300	\$8,344,000

AMENDED SCOPE OF WORK

Revise the following tasks:**Task 2: Fish Passage Design Advancement****Revise Deliverables To:**

The following deliverables will be included in the Revised Project Description Report (RPDR), which will be submitted to ECOLOGY:

- Draft and Final Fish Passage Technical Subcommittee Meeting Minutes.
- Draft and final Technical Memorandums (TMs) summarizing the comparison of spillway and energy dissipation technologies.
- Draft and final TM summarizing the comparison of conduit layouts.
- Hydraulic profile of the conduits and stilling basin in PDF format.
- Draft and final TMs summarizing the operation and maintenance of the Flood Retention Facility – Expandable (FRE) structure, including the Collect, Handle, Transfer, and Release (CHTR) facility.
- Draft and final summary TM updating the conceptual fish design.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Final Spillway Preliminary Hydraulic Design TM.
- Final Conduit Preliminary Hydraulic TM.
- Design drawing with a hydraulic profile of the conduits and stilling basin in PDF format.
- Updated operation and maintenance of FRE Structure TM.

Task 4: Operations Plan Development**Revise Deliverables To:**

The following deliverables will be included in the RPDR, which will be uploaded to PRISM:

- Final Inflow and Construction Flood Hydrographs TM.
- Final Reservoir Operation Evaluation – Current Conditions TMs.
- Final Hydraulic Routing TM.
- Final analysis report summarizes findings developed in this task.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

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- **Final Hydrologic Analysis Report (Contains the analyses listed below)**
 - **Future Climate Impacts TM.**
 - **Hydro-Meteorological Data TM.**
 - **Climate Change Scale Factors TM.**
 - **Unregulated Flow Datasets TM.**
 - **Unregulated Frequency Analysis TM.**
 - **Climate Change Integration TM**
 - **Probability Maximum Flood Sensitivity Analysis TM.**
 - **Reservoir Simulation Analysis TM.**
 - **Water Control Plan Sensitivity Analysis TM.**
 - **Model files, including inputs and results**
 - **HEC-RAS TM and Model**
 - **Hydrology TM and HEC-HMS Model**
 - **HEC-ResSim TM and Model**
- **Final Reservoir Operation Refinement Evaluation TM**

Task 5: Structural Design Advancement

Replacing the following task text: "FCZD will advance the structural design to support the design advancement of the spillway, stilling basin, and conduit design elements; advance the mechanical engineering (gate design) to incorporate and evaluate operational criteria; advance the outlet conduit gate drawings to approximately 30% level and advance the conceptual design of the flood fish passage collection facility developed in CIVIL3D and Revit; and provide updates to project drawings to reflect design advancements." with

"FCZD will advance the structural design to support the design advancement of the spillway, stilling basin, and conduit design elements to incorporate and evaluate operational criteria; advance the conceptual design of the flood fish passage collection facility developed in CIVIL3D and Revit; and provide updates to project drawings to reflect design advancements."

Revise Deliverables To:

The following deliverables will be included in the RPDR which will be uploaded to

- Conceptual level design drawings.
- Updates to the Design Criteria.
- Summary of the structural analyses and results in the Conceptual Design Report.
- Appendix to the Conceptual Design Report, including Attachments, that describes the analyses.
- Initial Analysis Gate Model and technical memorandum – Results from initial loading and sizing analysis.
- Conceptual Gate Design technical memorandum – Document design decisions, describe outlet works gates, valves, and features.

The following deliverables will be included in the FRE Preliminary Design Report, which will be uploaded to PRISM:

- Preliminary level design drawings in Adobe PDF format.
- Updates to the Design Criteria in Adobe PDF format.
- Summary of the structural analyses and results at the Preliminary Design Level.
- Final Preliminary Structural Design Technical Memorandum.
- AutoCAD 3D drawings of in PDF format.

Task 7: SEPA & NEPA Coordination

Adding to task text: "Develop engineering-based data and exhibits for Section 106 consultation activities and conduct a cultural survey for the revised FRE alignment."

Add the following deliverable:

- Section 106 Revised FRE Alignment Cultural Survey Report

Task 8: Update Biological Assessment

Revise Deliverables To:

- Final Revised Biological Assessment Report uploaded to PRISM.

Add the following task:

Task 9: Agency/Tribes/OCB/Lewis County Coordination

Continued coordination with the District, Office of Chehalis Basin, and basin

stakeholders. Develop presentations and visuals, effectively provide updates to agencies, tribes, OCB, community members, and County. This effort supports work necessary to keep participating parties in the overall Chehalis Basin Strategy informed

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and includes continued website support, OCB updates and presentations, ongoing communication with community and County Officials and presenting updates and visuals at monthly 106 meetings.

COMPENSATION

RCO shall reimburse the Chehalis River Basin Flood Control Zone District an amount not to exceed **eight million, three hundred, forty-four thousand dollars (\$8,344,000)** including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in the Agreement.

AGREEMENT TERMS

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

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**WASHINGTON STATE RECREATION
AND CONSERVATION OFFICE**

**CHEHALIS RIVER BASIN FLOOD
CONTROL ZONE DISTRICT**

SIGNATURE

SIGNATURE

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TITLE

DATE

TITLE

DATE

Ryan Barrett

District Administrator 2/3/25

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