



Public Services

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

LISA H. FREUND – Director

March 29, 2019

David Bowen
Department of Ecology, Central Region Office
1250 West Alder Street
Union Gap, WA 98903

Re: **Lower Yakima Valley GWMA - 2019 First Quarter Report (IAA No. C 1200235)**

Dear David:

Enclosed please find one (1) copy of Yakima County's first-quarter report as required under Attachment A, Statement of Work, Agreement No. C 1200235 between the State of Washington Department of Ecology and Yakima County.

This report addresses deliverables 1.1 and 2.2 as required under the agreement.

Deliverable 2.1, invoices, to be sent separately.

If you have any questions, please let me know.

Thank you.

David Haws, Environmental Services Director
Yakima County Public Services

enclosure

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.

**IAA No. C 1200235 – First Quarter 2019 Report
Lower Yakima Valley GWMA
March 31, 2019**

**TASK 1 - ADMINISTRATIVE FUNCTIONS
DELIVERABLES**

1.1 Meeting Records

For each meeting of the GWAC, submit a copy of the agenda, minutes, attendance and public meeting notice at the end of each quarter.

Attachment [A] includes the final meeting summary of March 12, 2019, public hearing to receive public comment on the draft GWMA document (otherwise known as the "Program"). The GWAC held no meetings in the first quarter. No working groups met in this quarter.

**TASK 2 - PROGRAM FUNCTIONS
DELIVERABLES**

2.2 Status Report

Submit written quarterly status reports summarizing GWAC plans, activities and work products, and describing any interlocal agreements or other contracts by the end of each quarter.

The GWAC held no meetings in the first quarter.

Public Hearing of Program. The public was invited to a public meeting to receive comment on the draft GWMA document. A total of three individuals presented verbal comments at the hearing.

Ambient Groundwater Monitoring Network (AMN)

Environmental Services Director David Haws reported that 31 monitoring wells have been drilled to date and that the drilling contract is complete.

Working Group Activities

No working groups met in the second quarter.

GWMA Website

The GWMA website continued to be updated in real time.

Contracts and Interlocal Agreements

BOCC232-2018: Agreement with Yellow Jacket Drilling Services, LLC for the FC3463

LYV-GWMA Monitoring Wells project was completed and is recommended to the Board of County Commissioners to accept the contract as complete on March 26, 2019.

BOCC3-2019: Amendment Number 4 to Agreement C1600074 between the Department of Ecology and Yakima County was executed on January 8, 2019. An additional \$50,300 was provided to complete a minimum total of 30 wells for the Ambient Well Monitoring Network as approved by the GWAC.

The total grant amount of was changed to \$1,664,300. The grant expiration date remained unchanged.

The agreement with Yellow Jacket Drilling Services, LLC, amendment number 4 to agreement C1600074 and Resolution 111-2019 in the matter of accepting contract number 1737 as complete with Yellow Jacket Drilling Services are included as Attachment [B].

Attachment A

- Final Public Hearing Summary of March 12, 2019

**SUMMARY OF THE
LOWER YAKIMA VALLEY
GROUNDWATER MANAGEMENT AREA PUBLIC HEARING
MARCH 12, 2019
Sunnyside Community Center
1521 S. 1st St.
Sunnyside, WA 98944**

Wendy Neet from the Washington State Department of Ecology opened the meeting at 5:35 PM. She welcomed and thanked everyone in attendance for coming. She introduced the representatives from the Department of Ecology, Yakima County Commissioners Norm Childress and Ron Anderson, and Yakima County Public Services staff. She noted there was an interpreter and headphones available for Spanish-language assistance during the meeting, and both audio and video recordings of the hearing were being made.

She explained the purpose of the meeting/hearing was to discuss the draft GWMA document (otherwise known as the “Program”) and the proposed alternatives, and to allow for public comment and/or recommendations regarding the Program as presented for future consideration by the Groundwater Management Advisory Committee. She explained her role as the facilitator and set forth the rules for behavior and time limits allotted to each speaker. She explained that verbal and written comments were acceptable and carried the same weight for consideration. She concluded that comments were to concern the contents of the proposed document with potential recommendations for changes; any other comments should be reserved for discussion at a later time.

David Bowen from the Department of Ecology began his presentation at 5:40 PM. He welcomed those in attendance and thanked them for coming to the hearing. He used a PowerPoint presentation to explain the purpose and focus of different GWMA's that have functioned across the state, including the one here in Yakima County. He explained the concern regarding elevated levels of nitrate in ground water and private drinking water systems in the County's lower valley. He gave an overview and timeline of the formation and function of this GWMA, including the formation and function of the Groundwater Management Advisory Committee and the subsequent individual working groups that were created to study specific aspects of the issue. This work resulted in the creation of three hundred (300) initial alternatives to be considered, which were refined to the sixty-four (64) presented in the proposed document. He concluded by explaining the process of adopting a final draft of the Program, including a public comment period which would be open until March 27, 2019. Comments were encouraged during the time of the open hearing, or submitted to the Department of Ecology by postal mail, or electronically (via the Department of Ecology website).

Yakima County Commissioner Norm Childress opened the public hearing at 6:00 PM. Wendy Neet gave a history of the noticing for the hearing, including the notices published in newspapers throughout the county. She explained she would first call those who had signed up to speak, and then offer the opportunity to anyone else. She reminded everyone they would be allowed five (5) minutes to speak, and to clearly state their name and address for the public record.

The first person to speak was Sandy Braden. She disputed a recent article that had appeared in the Yakima Herald-Republic, written by two people representing area dairy farmers. She questioned statistics presented in the article, saying she had information from the Department of Health that contradicted those presented in the article. She challenged those in attendance to consider which might actually be a greater source of the nitrate problem – on-site septic systems or the lagoons from consolidated animal feeding operations.

The next person to speak was Steve George, representing the Yakima County Farm Bureau. He presented a written copy of his remarks to Wendy Neet and the Commissioners (see attached). He took issue with the original proposed document produced by and for the GWAC and expressed concerns that led the Bureau to vote against the current document. He referenced the recently published Benton County Groundwater Nitrate Community Action Plan, explaining how comparatively succinct it was and how it was produced much more quickly than Yakima County's. He felt the current document depicted the county in an unfair and inaccurate fashion, and that it had an undeserved focus on animal agriculture as a potential source of the nitrate problem. He questioned why there was not more attention or consideration given to the impact of septic systems and the potential impacts from former growing practices. His time expired before he could finish reading his written comments and he was asked to step away from the podium, those comments are attached.

The third and final speaker was Brian Bosma (sic?), a concerned citizen. He responded to the comments and claims made earlier by Sandy Braden, calling into question her figures and information. After a brief dialogue, Wendy reminded him (them) that this was not the purpose of the meeting, that such issues could be discussed and debated another time, after which Mr. Bosma resumed his seat.

Wendy asked if there were any other people who wished to speak to the immediate issue. When no one responded, she reminded everyone that all comments were a part of the official record and closed the public hearing and overall meeting at 6:21PM.

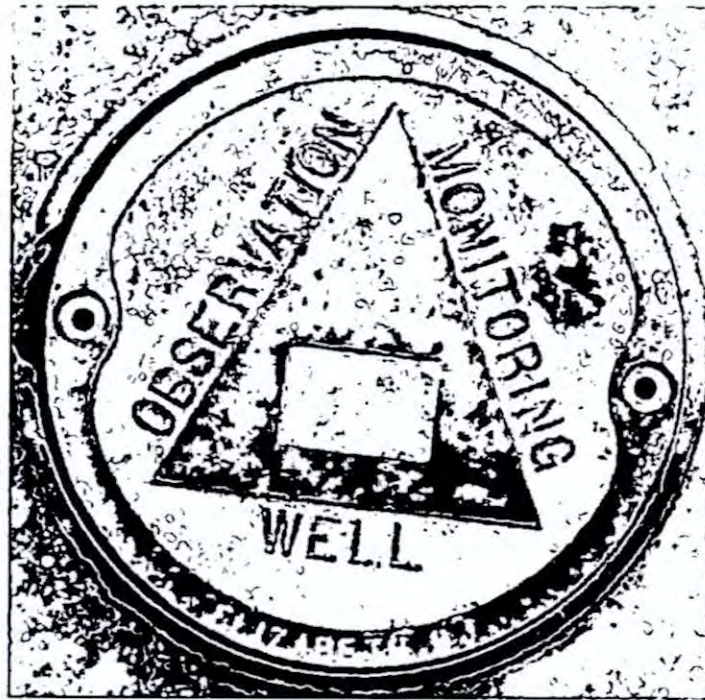
Respectfully Submitted,

Jerry L. Brady
Office Specialist – Yakima County Public Services

Attachment B

- **BOCC232-2018 Agreement with Yellow Jacket Drilling Services, LLC**
- **BOCC3-2019 Amendment No. 4 to Agreement C1600074**
- **Resolution 111-2019 Accepting as Complete, Contract No. 1737 with Yellow Jacket Drilling Services, LLC**

CONTRACT SPECIFICATIONS



For The Construction Of:

LOWER YAKIMA VALLEY GWMA MONITORING WELLS

Yakima County Public Services Project FC 3463



CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS,
AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE
ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF
YAKIMA COUNTY, WASHINGTON.



COUNTY ENGINEER

DATE: 8/7/18

PROPOSAL

This certifies that the undersigned has examined the location of the noted projects:

FC 3463 – LOWER YAKIMA VALLEY GWMA MONITORING WELLS

And that the Plans, Specifications and Contract governing the work embraced in these improvements, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

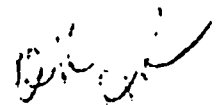
NOTE: Unit Prices for all items, all extensions, and total amount of bid shall be shown. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total Item Amount
1a	HOLLOW STEM AUGER GENERAL MOBILIZATION/DEMOBILIZATION	1	L.S.	\$ 0.00	\$ 0.00
1b	SONIC GENERAL MOBILIZATION/DEMOBILIZATION	1	L.S.	\$ 5,000.00	\$5,000.00
2	SITE PREP AND SETUP	20	EACH	\$ 975.00	\$19,500.00
3a	DRILL HOLLOW STEM AUGER BORINGS	200	L.F.	\$ 25.00	\$5,000.00
3b	DRILL SONIC BORINGS	1,400	L.F.	\$ 42.00	\$58,800.00
4	MONITORING WELL CASING AND SCREEN	1,600	L.F.	\$ 5.40	\$ 8,640.00
5	SAND PACK	200	L.F.	\$ 20.00	\$4,000.00
6	WELL SEAL	1,400	L.F.	\$ 15.00	\$21,000.00
7	SURFACE COMPLETION	20	EACH	\$ 450.00	\$9,200.00
8	SUPPLY 55-GALLON DRUM AND DISPOSE OF DRILL CUTTINGS	10	EACH	\$ 200.00	\$2,000.00
9	WELL DEVELOPMENT	20	HOUR	\$ 225.00	\$ 4,500.00
10a	PROJECT TEMPORARY TRAFFIC CONTROL - NO FLAGGERS	16	EACH	\$ 600.00	\$9,600.00
10b	PROJECT TEMPORARY TRAFFIC CONTROL - FLAGGERS	4	EACH	\$ 1,800.00	\$7,600.00
11	MINOR CHANGES	EST.	F.A.	\$ 10,000.00	\$ 10,000.00

Subtotal \$ 164,640.00

Washington State Sales Tax @ 7.9% \$ 13,022.36

BID TOTAL \$ 177,662.36



PROPOSAL - Continued

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH ☐ IN THE AMOUNT OF _____
CASHIER'S CHECK ☐ _____ DOLLARS
CERTIFIED CHECK ☐ (\$_____) PAYABLE TO THE COUNTY TREASURER
PROPOSAL BOND ☒ IN THE AMOUNT OF 5 PERCENT (5%) OF THE BID

Bidder acknowledges receipt of the following Addendum's:

No.	Date
N/A	N/A

The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendum's issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Richard LeBlanc

Richard LeBlanc

Title: Operations Manager

Firm Name: Yellow Jacket Drilling Services, LLC

Address: P O Box 801

Gilbert, AZ 85299

Phone No.: 602-453-3252

Washington Registration No.: CC-YELLOJD833NJ

Federal ID Tax No.: 38-3727439

UBI No.: 604069403

E-Mail Address: don@yellowjacket.com

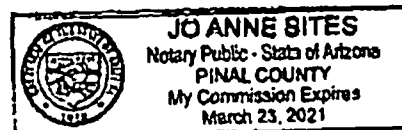
Signed and sworn (or affirmed) before me on 06-28-18

Date

Jo Anne Sites
NOTARY PUBLIC

My appointment expires 03-23-21

(Seal and Stamp)



- NOTE: (1) This proposal is not transferable and any alteration of the firm's name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.
(2) Please refer to Section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal".
(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications FC 3463.

BID DOCUMENTS

FC 3-163

LETTER OF RESPONSIBILITY

Date: 08-28-18
County Road Project No.: FC 3463

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

- a. My permanent place of business is Phoenix, AZ, which I have maintained for 20 years years.
- b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

FC 3463 - Lower Yakima Valley GWMA Monitoring Wells

I have the following equipment available for this work:

One truck-mounted sonic drill rig - a Terra Sonic TSi 150T model year 2017

- c. I have adequate funds to promptly meet obligations incident to this work.
Bank reference: Wells Fargo Bank, Daniel Rodriguez, 480-377-1566

- d. I have had experience in this class of work, having constructed the following improvements.

I hereby certify that the above is a true and accurate statement.

Very truly yours,



Contractor Richard LeBlanc, Operations Manager
Yellow Jacket Drilling Services, LLC

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This "letter of responsibility" shall not be construed to be a request for prequalification of bidder.

DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:

STATE: The State of Washington.

SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR AND/OR SUPPLIER: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted "Proposal", "Plans", "Specifications" and "Contract Bond", also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).


**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This certification is also applicable to violations to prevailing wage law (chapter 39.12 RCW), registration law (chapter 18.27 RCW), or industrial insurance law (chapter 51.48 RCW).

Richard LeBlanc, Operations Manager

Name and Title of Authorized Representative



Signature

06-25-18

Date

Yakima County Public Services

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (08-29-18), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Yellow Jacket Drilling Services, LLC

Bidder

R. LeBlanc

Signature of Authorized Official*

Richard LeBlanc

Printed Name

Operations Manager

Title

08-28-18

Date

Phoenix

City

AZ

State

Check One:

LLC

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a Corporation, State where business entity was formed:

AZ

If a co-partnership, give firm name under which business is transacted:

N/A

*If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

BID BOND

The makers of this bond are, Yellow Jacket Drilling Services, LLC, as Principal, and Nationwide Mutual Insurance Company, as Surety and are held and firmly bound unto the Yakima County Public Services, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated August 29th, 2018, for the Project FC 3463 Lower Yakima Valley GWMA Monitoring Wells.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 27th day of August, 2018, the name and corporate seal of each corporation.

(Corporate Seal)

Yellow Jacket Drilling Services, LLC

Principal

By Richard LeBlanc

Title Principal Managing Member

(Corporate Seal)

Nationwide Mutual Insurance Company

Surety

By Richard B. Usheir

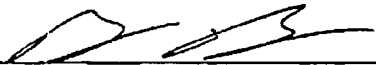
Title Attorney-In-Fact

(Attach Attorney-in-Fact Certificate)

BID BOND

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

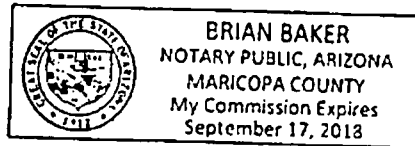
On this 27th day of August, in the year 2018, before me, Brian Baker, a
Notary Public in and for said state, personally appeared Richard B. Usher, known to me to
be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the
(Surety) acknowledged to me that he subscribed the name of the Nationwide Mutual Insurance Company
(Surety) thereto and his own name as Attorney-In-Fact.



Notary Public in and for said State

(SEAL)

Commission expires: 09/17/2018



NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
RICHARD B. USHER TAYLOR B. USHER DEBORAH STREETER

PHOENIX, AZ

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company

BARRY T. BASSIS

Notary Public, State of New York

No. 02BA4656400

Qualified in New York County

Commission Expires April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of August, 2018.

This power of attorney expires April 30, 2019.

BDJ 1(05-17)00

22730

CONTRACT

THIS AGREEMENT is made and entered into between Yakima County, acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the "COUNTY" and YELLOW JACKET DRILLING SERVICES, hereinafter called the "CONTRACTOR".

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools and equipment for FC 3463 – Lower Yakima Valley GWMA Monitoring Wells, and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder's completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, WSDOT 2018 Standard Specifications, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, and any change orders—all of which are incorporated by reference and made a part of this agreement. In the event of any conflict between terms or provisions contained in the following with those provided in the incorporated documents, the explicit provisions contained here shall control over those provided in incorporated documents.
- II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.
- III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the conditions stated in the Contract Documents.
- IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.
- V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.
- VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
- VII. 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.
- VIII. In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

CONTRACTOR:

Signed: September 13, 2018

Richard LeBlanc
Signature for CONTRACTOR

Richard LeBlanc
Print or Type Name of Person Signing

Operations Manager
Title

Foregoing Contract approved and ratified

_____, 2018

Surety

Attorney in fact

BOARD OF YAKIMA COUNTY COMMISSIONERS

Signed: October 2, 2018

Excused

Ron Anderson
Chairman

Michael D. Leita
Commissioner

J. Rand Elliott
Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

ATTEST: Clerk of the Board

Rachel Michael
Rachel Michael



Approved as to form:

Don L. Anderson
Deputy Prosecuting Attorney

(RCW 39.08)

Nationwide Mutual Insurance Company

THE CONDITION of this bond is such that WHEREAS, on September 12, 2018, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of FC 3463 – Lower Yakima Valley GWMA Monitoring Wells, according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof, FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full force and effect.

Dated this 13th day of September, 2018.

2.36
PRINCIPAL Yellow Jacket Drilling Services

APPROVED: YAKIMA COUNTY

By: Richard LeBlanc

Title: Principal Managing Member

By 
Vice Chair of the Board of
Yakima County Commissioners

Date: October 2 2018

SURETY Nationwide Mutual Insurance Company

By: Richard B. Usher
Attorney-in-Fact

Approved as to form:

W. L. Anderson
Deputy Prosecuting Attorney

Hill & Usher LLC

Name of Local Office of Agent

3030 N 44th St #300,Phoenix, AZ 85018

Address of Local Office Agent

BD758572

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER



CERTIFICATE OF LIABILITY INSURANCE

YELLOW-2

OP ID: DS

DATE (MM/DD/YYYY)
09/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hill & Usher LLC Insurance, Bonds, Benefits. 3033 North 44th Street, #300 Phoenix, AZ 85018 Steve R. Shields		CONTACT NAME: Commercial Service Team PHONE (A/C, No., Ext.): 602-956-4220 FAX (A/C, No.): 602-956-4418 E-MAIL ADDRESS: doccontrol@hillusher.com															
INSURED Yellow Jacket Drilling Services LLC Richard LeBlanc dba Yellow Jacket Drilling PO Box 801 Gilbert, AZ 85299-0801		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER B : Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER C : Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER D : Homeland Insurance Co of NY</td><td>34452</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co	25674	INSURER B : Travelers Property Casualty Co	25674	INSURER C : Travelers Indemnity Co	25658	INSURER D : Homeland Insurance Co of NY	34452	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DT-CO-2J407585-PHX-18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-2J354550-TIL-18	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP-2J444660-17-26	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	UB-2J440716-17-26	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater		5601367M582	04/01/2018	04/01/2019	Insd equi as sched
D	POLL/PROF		7930060860001	04/01/2018	04/01/2019	Occ/Agg 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PC 3463 LOWER YAKIMA COUNTY GWMA MONITORING WELLS
ADDITIONAL INSURED FORMS CGT246 & CAT474 ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

YAKIMAC

YAKIMA COUNTY PUBLIC SERVICES
128 N 2ND STREET
4TH FLOOR COUNTY COURTHOUSE
YAKIMA, WA 98901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
RICHARD B. USHER TAYLOR B. USHER DEBORAH STREETER

PHOENIX AZ

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments . Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May 2017.



Antonio Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company

BARRY T. BASSIS
Notary Public, State of New York
No. 028A4656400
Qualified in New York County
Commission Expires April 30, 2019



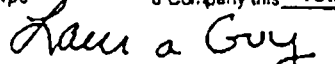
Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of September 2018

This power of attorney expires April 30, 2019



Assistant Secretary

BOJ 1(05-17)00

22330



DEPARTMENT OF
ECOLOGY
State of Washington

RECEIVED

JAN 14 2019

Dept of Ecology
Central Regional Office

AMENDMENT NO. 04

TO

Agreement NO. C1600074

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

YAKIMA COUNTY

PROJECT TITLE: Lower Yakima Valley Ground Water Management Area (LYV-GWMA)

PURPOSE: To amend the Agreement between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Yakima County, hereinafter referred to as "County."

WHEREAS: Additional funds are required for the County to complete the Ambient Well Monitoring Network (Network) as approved by the Groundwater Advisory Committee within County right of way.

WHEREAS: The right to physically access the Network is important for the success of the LYV-GWMA Program to continue to collect samples and monitor the effectiveness of the recommendations contained in the LYV-GWMA Program.

IT IS MUTUALLY AGREED the Agreement is amended as follows:

- 1) Subject to other provisions, ECOLOGY will provide up to \$50,300 in additional funding to complete the Ambient Well Monitoring Network (minimum total of 30 wells) as approved by the Groundwater Advisory Committee (GWAC). This well work is to be completed by May 31, 2019. See revised budget table below:

	Original Amount	Amendment 2 Amount	Amendment 4 Amount
Task 1 - Administrative Functions	221,000	300,000	300,000
Task 2 - Program Functions	288,500	50,000	50,000
Task 3 - Technical Functions	1,104,500	1,264,000	1,314,300
TOTAL	1,614,000	1,614,000	1,664,300

State of Washington Department of Ecology
Contract no. C1600074, Amendment 4
Yakima County

- 2) Compensation will be completed in the same form as the billing procedure specified in the Agreement.
- 3) The County shall ensure ECOLOGY, or an authorized representative, has the right to physically access the Ambient Well Monitoring Network, especially in the case that the County reassigns or relinquishes Lead Entity status, at reasonable times to take water samples in order to monitor effectiveness of the recommendations contained in the LYV-GWMA Program.

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective upon the signature date of Ecology.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

DONE this 8th day of January, 2019

State of Washington
Department of Ecology

By Polly Zehn 2/5/19
Polly Zehn, Deputy Director Date

Yakima County
Board of Yakima County Commissioners

By Michael D. Leita 1/8/19
Michael D. Leita, Chairman Date

Norm Childress 1/8/19
Norm Childress, Commissioner Date

Ron Anderson 1/8/19
Ron Anderson, Commissioner Date
Constituting the Board of County Commissioners
for Yakima County, Washington

Rachel Michael 1/8/19
Attest: Rachel Michael, Clerk of the Board Date

Approved as to form only:

Assistant Attorney General

Approved as to form:

Don L. Anderson 1/3/19
Deputy Prosecuting Attorney Date

BOARD OF YAKIMA COUNTY COMMISSIONERS

IN THE MATTER OF ACCEPTING AS)
COMPLETE, CONTRACT NO. 1737 WITH)
YELLOW JACKET DRILLING SERVICES)
LLC FOR LOWER YAKIMA VALLEY)
GWMA MONITORING WELLS PROJECT)

RESOLUTION 111-2019

FC 3463

WHEREAS, the Director of Environmental Services has certified that Contract No. 1737, comprised of the FC 3463; Lower Yakima Valley GWMA Monitoring Wells Project, has been completed by the Contractor, Yellow Jacket Drilling Services, LLC, 3922 E University Drive, Suite 1, Phoenix, AZ 85034 in accordance with contract plans and specifications; and,

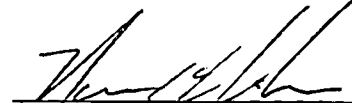
WHEREAS, the original contract amount was \$177,862.36, and the final contract amount including approved Change Orders is \$271,166.5, as explained by the Director of Environmental Services, in the Project Completion Report and Summary of Project Costs; and,

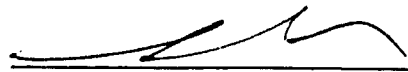
WHEREAS, the Contractor has signed the final Contract Estimate; now, therefore,

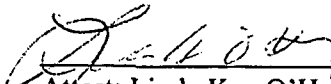
BE IT HEREBY RESOLVED by the Board of County Commissioners of Yakima County, Washington, being fully advised, that Contract No. 1737 be accepted as satisfactorily completed.

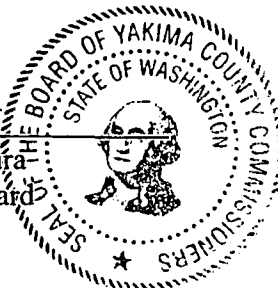
DONE this 26th day of March 2019


Michael D. Leita, Chairman


Norm Childress, Commissioner


Ron Anderson, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*


Attest: Linda Kay O'Hara
Interim Clerk of the Board



INTERDEPARTMENTAL CORRESPONDENCE

DATE: March 14, 2019

TO: Board of County Commissioners

FROM: David Haws
Director of Environmental Services

RE: Project Completion Report: Contract No. 1737
Project Number: FC 3463
Project Name: Lower Yakima Valley GWMA Monitoring Wells
Project

I certify that Contract No. 1737, consisting of the FC 3463; Lower Yakima Valley GWMA Monitoring Wells Project, has been completed by the Contractor, Yellow Jacket Drilling Services, LLC, 3922 E University Drive, Suite 1, Phoenix, AZ 85034, in accordance with Contract Plans and Specifications.

The Original Contract Amount for this project was \$177,862.36, including Washington State Sales Tax and the Final Contract Amount, including Approved Change Orders is \$271,166.51 including Washington State Sales Tax.

The attached Summary of Project Costs details the individual bid line items with their respective original and final costs.

There were two change order for this project. These change orders were both the result of additional grant funds that became available to Yakima County from the Dept. of Ecology to allow for the drilling of additional monitoring wells. The plan specifications stated that Yakima County reserved the right to increase or decrease the number of wells to be drilled, based on available funds and cost involved.

It is my recommendation that Contract No. 1737 be accepted as complete by the Board of County Commissioners.

DH:AR
project\3463\resoacp.doc