WASHINGTON STATE DEPARTMENT OF ECOLOGY
CLEAN WATER STATE REVOLVING FUND

PROFESSIONAL SERVICES INSERT

Revised 08/05/2026

The following clauses shall be incorporated into contracts for “Architectural and Engineering Services” or “Professional Services,” as defined by RCW 39.80.20 (5), receiving financial assistance from the Washington State Department of Ecology (ECOLOGY) Water Pollution Control Revolving Fund Program; commonly referred to as the Clean Water State Revolving Fund (CWSRF). In the event of conflict within the contract, these clauses shall take precedence.

Compliance with State and Local Laws

The professional service provider (Consultant) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Third Party Beneficiary

All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall contain a statement recognizing that the project received financial assistance from ECOLOGY’s CWSRF.

Accessibility

Public-facing documents produced under this agreement shall be accessible. This recommendation applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to websites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY’s public web site.

Access to the Work Site and Records

The Consultant shall provide for access to their records by ECOLOGY and EPA personnel.

The Consultant shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the Consultant's other records and accounts.

All such records shall be available to the Owner and to ECOLOGY and EPA personnel for examination. All records pertinent to this project shall be retained by the Consultant for a period of three years after the final audit.

Non-discrimination Provision

The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Consultant shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

1. The Consultant, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Consultant is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The Consultant shall provide immediate written notice to ECOLOGY if at any time the Consultant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of the regulations.
4. The Consultant agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded

from participation in this covered transaction.

5. The Consultant further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the Consultant is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The Consultant acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The Consultant agrees to keep proof in its agreement file that it and all lower tier subcontractors are not suspended or debarred and will make this proof available to ECOLOGY upon request. The Consultant must run a search in https://www.sam.gov/ and print a copy of completed searches to document proof of compliance.