



**PUBLIC WORKS COMMITTEE
AGENDA**

Online via Zoom

**Thursday, February 17, 2022
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Third Amendment to Service Provider Agreement for City of Tumwater Maintenance & Operations Facility (Don Carney)
- [4.](#) Greer Environmental Consulting Service Provider Agreement (Dan Smith)
5. Additional Items
6. Adjourn

Remote Meeting Information

To comply with Governor Inslee's Proclamation 20-28, the City of Tumwater meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

Watch Online

<https://us02web.zoom.us/j/83265495559?pwd=Z3N2VVVNZGk3LzZialNnRmNSb1pDQT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 832 6549 5559 and Passcode 204311.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email

CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

TO: Public Works Committee
 FROM: Don Carney, Capital Projects Manager
 DATE: February 17, 2022
 SUBJECT: Third Amendment to Service Provider Agreement for City of Tumwater Maintenance & Operations Facility

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and make a motion authorizing the Mayor to sign the Third Amendment to the Service Provider Agreement with TCF Architecture extending the term of the agreement to December 31, 2022, and increasing the not-to-exceed contract amount to \$162,042.69.

2) Background:

In 2014, the City acquired property at 79th Avenue and Trails End Drive (former Trails End Arena) for the purpose of locating a future Public Works Operations and Maintenance Facility. In 2016, the City entered into a Service Provider Agreement with TCF Architecture for development of a Master Plan for the site and the pre-design work necessary to determine space needs, a preferred site alternative including identification of potential park opportunities, conceptual building designs, project estimates and community engagement.

The master plan, pre-design, and community engagement work has been completed, most of the buildings on the site have been demolished, a habitat conservation plan for the project has been prepared and is being reviewed by United States Fish and Wildlife Service, mitigation for habitat impacts has been established and paid for, and planning for transportation impacts is nearly complete. The next steps are to solidify a financial plan and begin formal design of the facilities.

Staff presented a financial plan for design and construction of the facilities at the December 9, 2021 City Council Worksession. Staff were directed to re-engage the community given significant time has passed since the original efforts. This third Amendment provides for additional work, which includes 3-D renderings of buildings, modeling of vehicular maneuvers within the site, and preparation of exhibits for follow-up discussion and engagement.

3) Policy Support:

Build a Community Recognized for Quality, Compassion and Humanity

- Provide high quality municipal facilities and parks

Refine and Sustain a Great Organization.

- Develop and implement strategy for construction of a new public works operations and maintenance facility.
-

4) Alternatives:

- ☐ Request changes to the scope of work and budget.
- ☐ Pursue an alternative approach to discussion and engagement.

5) Fiscal Notes:

This project and the funding necessary to complete this work is included in the 2020-2025 CFP.

6) Attachments:

- A. Third Amendment to Service Provider Agreement for City of Tumwater Maintenance & Operations Facility.

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
CITY OF TUMWATER MAINTENANCE & OPERATIONS FACILITY**

This Third Amendment ("Amendment") is dated effective this _____ day of _____, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and TCF ARCHITECTURE, a Washington corporation and limited liability professional services company ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective November 1, 2016, and as amended by First Amendment dated January 11, 2018, and Second Amendment dated December 8, 2020, whereby the SERVICE PROVIDER agreed to provide architectural services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to provide additional services, extending the term, and increasing the compensation paid to the SERVICE PROVIDER.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-3," attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

3. COMPENSATION AND METHOD OF PAYMENT.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-3" during the extended term of the agreement, Section 4.C.

Third Amendment to Service Provider Agreement - Page 1 of 3
City of Tumwater Maintenance & Operations Facility

shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed **Nine Thousand Nine Hundred Ninety and 19/00 Dollars (\$9,990.19)**. The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and First Amendment, Second Amendment, and this Third Amendment shall be an amount not to exceed **One Hundred Sixty Two Thousand Forty Two and 69/100 Dollars (\$162,042.69)**.

*** Signatures on Following Page ***

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
TCF ARCHITECTURE, PLLC
902 North 2nd Street
Tacoma, WA 98403

Debbie Sullivan, Mayor

Signature (Notarized – see below)

Printed Name:_____

Title:_____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

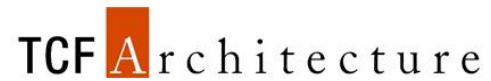
STATE OF WASHINGTON

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____.



Additional Pre Design Effort Proposal

EXHIBIT A

CITY OF TUMWATER NEW MAINTENANCE AND OPERATIONS FACILITY

Brandon Hicks, PE
Director – Transportation and Engineering Department
City of Tumwater

Dear Brandon,

Per our recent discussions, TCF Architecture shall provide updated content for the upcoming public meeting as noted below.

Summary of scope for additional effort by TCF:

- Produce up to three renderings which would include aerial and street views. The renderings will be simple single color massing's with site context. Street improvements along 79th and the east side of Trails End Rd will be illustrated.
- Update site plan to show street improvements on the selected site concept.
- Attend one public meeting, in person or by zoom (City will host)
- Provide power point slide show and up to two printed boards for the public meeting. Plan for one board showing the renderings and the other with the updated site plan concept.

Summary of hours and fee for additional effort:

Note: The hours listed are intended to be within the available current fee. The use of some or all of the additional management reserve fee may be required in order to complete the scope.

TASK NO.	PROJECT TASKS	TCF ARCHITECTURE Prime Consultant		
		Principal In Charge	Architect	Project Coordinator
TASK 8 - Second Public Meeting and Exhibits				
8.01	Public Meeting Preparation / Exhibits	2	42	
8.02	Public Meeting Attendance / Participation	3		
8.03	Rework Site Alternative A (12/14/20 version)	1	4	
8.04	Additional Project Administration	2		3
	Travel Time	2		
	ESTIMATED HOURS	10	46	3
	HOURLY RATE	\$275.00	\$140.00	\$110.00
	ESTIMATED FEES	\$2,750.00	\$6,440.00	\$330.00
	SUBTOTAL	\$9,520.00		
REIMBURSABLE EXPENSES BUDGET		\$250.00		
SUBTOTAL		\$9,770.00		
Management Reserve Fund (City Controlled)		\$10,000.00		
TOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups)		\$19,770.00		

Task in the original Agreement, including verbal directions for additional work, were completed to the satisfaction of the City and completed under budget. Remaining funds of \$9,779.81 will be applied to Task 8, for a compensation increase of \$9,990.19.

Thank you,



Mark Hurley
TCF Architecture
Principal

2022 Hourly Rate and Reimbursable Expense Schedule

Effective: January 1, 2022

Description	Rates
TCF Personnel:	
Principal-In-Charge / Managing Principal	\$295.00 / hour
Principal	\$275.00 / hour
Interior Design Director	\$200.00 / hour
Designer / Architect 9	\$180.00 / hour
Designer / Architect 8	\$170.00 / hour
Designer / Architect 7	\$160.00 / hour
Designer / Architect 6	\$150.00 / hour
Designer / Architect 5	\$140.00 / hour
Designer / Architect 4	\$130.00 / hour
Designer / Architect 3	\$120.00 / hour
Designer / Architect 2	\$110.00 / hour
Designer / Architect 1	\$100.00 / hour
Project Coordinator	\$110.00 / hour
Administrative Support	\$90.00 / hour
Subconsultant Services:	
Subconsultant Services Contracted Through TCF	Direct Cost plus 10%
Reimbursable Expenses:	
Mileage	Current Federal Rate
Other Expenses: (Meals, air travel, per diem, reproductions, shipping, postage, etc.)	Direct Cost plus 10%

TO: City Council
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: February 17, 2022
SUBJECT: Greer Environmental Consulting Service Provider Agreement

1) Recommended Action:

Staff recommends the Public Works Committee recommend the City Council approve and authorize the Mayor to sign a Professional Services Agreement with Greer Environmental Consulting for project management services in an amount not to exceed Two Hundred Eighty Four Thousand Three Hundred and Fifty Dollars (\$284,350.00).

2) Background:

The Water Resources Department needs additional capacity to support projects in the Storm and Sanitary Sewer utilities, due to challenges originating from the COVID-19 pandemic, departmental reorganization, and multiple successful grant applications. As of February 2022, the City has received grant funding for the implementation of seven projects spanning salmon recovery, water quality, septic system conversions, flood reduction and supporting equitable communities.

3) Policy Support:

- Facilitate brewery redevelopment
 - Reduce ground & surface water impacts associated with road runoff and urban activity
 - Work with regional partners to protect groundwater by connecting higher risk septic tanks to LOTT
 - Enhance salmon runs
-

4) Alternatives:

- ☐ Consider a different approach to managing seven grant projects within funding requirements and two additional projects in support of City and department priorities.
-

5) Fiscal Notes:

This three-year contract will provide for the management of nine projects at an estimated value of over \$5.5M. Grant funding will be used to support this contract for seven of the nine projects, with project management services reimbursable up to 75%. Approximately 28% of the contract value is reserved for contingent services or dependent upon additional grant funding. \$236,240 of the contract is funded by the Storm Utility: \$48,110 by Sanitary Sewer

6) Attachments:

A. Greer Environmental Consulting Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

GREER ENVIRONMENTAL CONSULTING

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY” and GREER ENVIRONMENTAL CONSULTING, an Oregon corporation, hereinafter referred to as the “SERVICE PROVIDER.”

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than March 1, 2022, and shall be completed no later than January 31, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Two Hundred Eighty Four Thousand Three Hundred and Fifty Dollars (\$284,350.00) as reflected in Exhibit B.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification, unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

E. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the

implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the Services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return to work restrictions apply to retirees under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Exhibit "B", for each of the SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on an claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this

Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture

and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto in Exhibit C.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the

event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY's compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the

terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

*** Signatures on next page ***

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
Greer Environmental Consulting
2872 NW Kennedy Court
Portland, OR 97229
Tax ID #: 87-4316699
Phone: (971) 409-9183

DEBBIE SULLIVAN
Mayor

ATTEST

Signature (Notarized – see below)
Printed Name: Meridith Greer
Title: Owner / Project Manager

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Meridith Greer is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington, My
appointment expires: _____

Scope of Services for the City of Tumwater



January 10, 2022

Meridith Greer, Owner and Project Manager

MKG@GreerConsllting.net

(971) 409 - 9183

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[Appendix A - Rate Structure](#)46

Executive Summary

Greer Environmental Consulting (Consultant) will provide services outlined below to the City of Tumwater (City) Water Resources and Sustainability (WRS) Department pertaining to the nine projects detailed in this Scope of Services. The estimated total contract amount to complete the professional services laid out in the rest of this scope is offered on a time-and-materials basis **not-to-exceed \$284,350.00**. A cost breakdown for each project can be found below:

Project	Estimated Project Management Cost	Estimated Total Project Cost
Project 1 - Percival Creek Fish Passage Barrier Removal	\$38,925.00	\$1,178,925.00
Project 2 - Pioneer Park Riparian Restoration	\$31,020.00	\$476,800.79
Project 3 - East Linwood Basin Retrofit	\$32,470.00	\$202,190.00 (does not include construction costs)
Project 4 - Thurston County Equity Index and REEP Audience Analysis	\$18,700.00	\$30,748.53
Project 5 - Septic to Sewer Program with Velkommen Mobile Home Park	\$48,110.00	\$1,047,964.78
Project 6 - Stormwater Management Action Planning for Three Priority Subbasins	\$28,475.00	\$227,840.63
Project 7 - Tumwater Valley Regional Golf Course Parking Lot Stormwater Retrofit	\$23,460.00	\$128,355.55
Project 8 - Deschutes River Flood Reduction and Erosion Study	\$18,020.00	\$83,020.00
Project 9 - Tumwater Valley Regional Stormwater Facility	\$45,170.00	\$2,240,170.00
Total Contract Cost Not to Exceed	\$284,350.00	
Total Cost of All Projects		\$5,616,015.28

Project 1 - Percival Creek Fish Passage Barrier Removal

The Percival Creek Fish Passage Barrier Removal project aims to replace the full fish passage barrier culvert that currently conveys Percival Creek under Sapp Road. This barrier was identified by the Washington Department of Fish and Wildlife (WDFW) in 2015 as a full barrier due to slope. This project has been a priority for the City of Tumwater for many years and has been identified on the Capital Improvements Project list for the last 15 years.

The City of Tumwater's WRS department initiated the first attempt to acquire funding for this project in the spring of 2019, working with the Transportation and Engineering Department (TED) to complete preliminary designs. The project was ultimately partially funded through a Washington State Recreation and Conservation Office Salmon Recovery Funding Board grant application in July 2021. Tumwater has hired PBS Engineering and Environmental Inc. to complete full PS&E for the project along with Aqua Terra Cultural Resources Consulting to complete all necessary cultural resources reviews. The project officially kicked off on October 1, 2021.

Greer Environmental Consulting proposes the following scope of work for the Percival Creek Fish Passage Barrier Removal project. The scope of work is based on a two-phase approach to the project: design/permitting and construction. The design and permitting phase will take place between October 2021 and July 2022, while the construction phase will start in March 2024 and end in October 2024.

A. Scope of Services

Project 1 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders, City, consultants, and affected/interested members of the public
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 1 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly

4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two Public Works Committee meetings (PWC), one City Council (CC) meeting, and one regional workgroup meeting (such as the Watershed Resources Inventory Area (WRIA) 13 Lead Entity Committee)
7. Consultant deliverable/invoice review and approval

Project 1 - Task 200. Permit and Agreement Management

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Apply for Right of Entry Agreement
- Manage Cultural Resources Report
 - Completed by Aqua Terra Consulting
 - Coordination with local stakeholders by Greer Environmental Consulting (GEC)
- Apply for Joint Aquatic Resource Permit Application (JARPA)
 - Drawing provided by PBS
 - GEC will submit the permits
- Apply for Right of Way Permit
- Apply for Temporary Construction Easement
- Manage Service Provider Agreements
 - PBS Engineering and Environmental Inc.
 - Aqua Terra Cultural Resources Consulting
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 1 - Task 200. Deliverables

1. Right of entry agreement
2. JARPA application
3. Temporary construction easement
4. Signed service provider agreements
5. Construction stormwater general permit application

Project 1 - Task 300. Grant Management

This task covers all aspects of grant management to acquire the majority of funding for both phases of the project. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- \$79,600 from the Salmon Recovery Funding Board for PS&E deliverables
 - Awarded July 1, 2021
 - Expires July 1, 2022
 - Can be extended by six months if the Recreation and Conservation Office (RCO) is notified by May 2022
- ~\$1,000,000 from the Brian Abbott Fish Barrier Removal Board to construct the project

- Engineer's Estimates of final project costs will be known by June 2022
- Letters of Intent due January 13, 2022, with final applications due May 2, 2022

Project 1 - Task 300. Deliverables

1. Negotiated grant agreement(s)
2. Quarterly progress and payment reports
3. Closeout report(s) for funding agencies
4. Fish Passage Barrier Removal Board grant application

Project 1 - Task 400. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 1 - Task 400. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 1 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500 Contingency* without the written authorization from the City.

Project 1 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Final PS&E	October 2021	July 2022
Construction	March 2024	October 2024

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management	
1. Project management plan	January 2021
2. Project schedule updated quarterly	July 2024
3. Project budget updated quarterly	July 2024
4. Monthly reports and invoices	October 2024
5. Meeting agendas	June 2024
6. Presentations for at least two PWC, one CC meeting, and one regional workgroup meeting (such as the WRIA 13 Lead Entity Committee)	April 2024
7. Consultant deliverable and invoice review and approval	September 2024
Task 200. Permit and Agreement Management	
1. Right of entry agreement	February 2024
2. JARPA application	April 2022
3. Temporary construction easement	March 2024
4. Signed service provider agreements	December 2022
5. Construction stormwater general permit application	March 2024
Task 300. Grant Management	
1. Negotiated grant agreement(s)	November 2023
2. Quarterly progress and payment reports	July 2024
3. Closeout report(s) for funding agencies	October 2024
4. Fish Passage Barrier Removal Board grant application	May 2022
Task 400. Construction Management*	
1. Bid documentation	May 2024
2. Project closeout report for the City of Tumwater	October 2024
Task 500. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$38,925.00**.

The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management	\$19,975.00
Task 200. Permit and Agreement Management	\$3,400.00
Task 300. Grant Management	\$9,350.00
Task 400. Construction Management*	\$1,700.00
Task 500. Contingency*	\$4,500.00
Total	\$38,925.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Final PS&E	\$140,000	\$79,00 from the Salmon Recovery Funding Board \$60,400 from the City of Tumwater Storm Drain Fund
Construction	~\$1,000,000	Anticipated- \$850,000 from the Brian Abbott Fish Barrier Removal Board \$127,500 from the Salmon Recovery Funding Board \$22,500 from the City of Tumwater Storm Drain Fund
Tasks Outlined Above	\$38,925.00	
Total	\$1,178,925.00	

Project 2 - Pioneer Park Riparian Restoration

The Pioneer Park Riparian Restoration project aims to reduce fine sediment loading and improve riparian cover along a ~400-foot section of Deschutes River. The site has been identified as one of the top ten fine sediment loading areas in Thurston County. In addition, the site was called out specifically in the Deschutes River TMDL as needing a 48% reduction in fine sediment and a 50% increase in shade cover.

This project is on the WRIA 13 Salmon Recovery Lead Entities Four Year work plan and previously had a preliminary design completed by the South Puget Sound Salmon Enhancement Group (SPSSEG) with a Salmon Recovery Funding Board Grant. Due to the highly mobile nature of the Deschutes River in the area, those plans do not constitute a viable solution to this project today. The City of Tumwater's WRS department received funding from the Department of Ecology to complete final PS&E and construction on October 15, 2021.

GEC proposes the following scope of work for the Pioneer Park Riparian Restoration project. The scope of work is based on a two-phase approach to the project: design/permitting and construction. The design and permitting phase will take place between December 2021 and April 2023, while the construction phase will start in April 2023 and end in October 2023.

A. Scope of Work

Project 2 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including assisting in hiring and managing other consultants
- Engage with stakeholders, City, consultants, and affected/interested members of the public
- Manage project scope and budget

This task includes providing up-to-date project schedules, regular project status updates, at a minimum every two-week interval during active phases of the project, and a monthly project billing report.

Project 2 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas

6. Presentations for at least two PWC and one CC meeting
7. Consultant deliverable and invoice review and approval

Project 2 - Task 200. Permit and Agreement Management

This task covers the completion and/or submission of all necessary permits and agreements needed to complete the project while complying with local, state, and federal regulations.

Anticipated permits and agreements include, but are not limited to:

- Manage Cultural Resources Report
 - Completed by hired cultural resources agency
 - Coordination with local stakeholders by Greer Environmental Consulting
- Apply for Hydraulic Project Approval
- Apply for 401 Water Quality Certification
- Apply for Section 404 permit
- Apply for NEPA/SEPA
- Apply for Biological Assessment
- Apply for Critical Areas Ordinance Certification of Compliance
- Apply for No Rise Certification
- Manage Service Provider Agreement(s)
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 2 - Task 200. Deliverables

1. Hydraulic Project Approval application
2. 401 Water Quality Certification application
3. Section 404 permit application
4. NEPA/SEPA application
5. Temporary construction easement
6. Signed service provider agreement(s)
7. Construction stormwater general permit application

Project 2 - Task 300. Grant Management

This task covers all aspects of grant management to acquire the majority of funding for both phases of the process. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- \$350,461.28 from the Department of Ecology's Water Quality Combined Funding for PS&E deliverables and construction
 - Awarded October 15, 2021
 - Expires October 15, 2024

Project 2 - Task 300. Deliverables

1. Negotiated grant agreement
2. Quarterly progress and payment reports

3. Closeout report for the Department of Ecology

Project 2 - Task 400. Construction Management

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 2 - Task 400. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 2 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500. Contingency* without the written authorization from the City.

Project 1 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Final PS&E	December 2021	April 2023
Construction	April 2023	October 2023

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management	
1. Project management plan	February 2022
2. Project schedule updated quarterly	July 2023
3. Project budget updated quarterly	July 2023
4. Monthly reports and invoices	October 2023
5. Meeting agendas	June 2023
6. Presentations for at least two PWC and one CC meeting	April 2023

Deliverable	Due Date
7. Consultant deliverable and invoice review and approval	September 2023
Task 200. Permit and Agreement Management	
1. Hydraulic Project Approval application	December 2023
2. 401 Water Quality Certification application	December 2023
3. Section 404 permit application	December 2023
4. NEPA/SEPA application	December 2023
5. Temporary construction easement	April 2023
6. Signed service provider agreement(s)	March 2023
7. Construction stormwater general permit application	April 2023
Task 300. Grant Management	
1. Negotiated grant agreement	January 2022
2. Quarterly progress and payment reports	July 2023
2. Closeout report for the Department of Ecology	October 2023
Task 400. Construction Management	
1. Bid documentation	April 2023
2. Project closeout report for the City of Tumwater	October 2023
Task 500. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$31,020.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management	\$16,150.00
Task 200. Permit and Agreement Management	\$4,845.00
Task 300. Grant Management	\$3,825.00
Task 400. Construction Management	\$1,700.00
Task 500. Contingency*	\$4,500.00
Total	\$31,020.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Final PS&E	\$64,502.71	\$48,377.43 from the Water Quality Combined Funding for Nonpoint Source Pollution \$16,125.82 from the City of Tumwater Storm Drain Fund
Construction	\$381,278.08	\$285,958.57 from the Water Quality Combined Funding for Nonpoint Source Pollution \$95,319.51 from the City of Tumwater Storm Drain Fund
Tasks Outlined Above	\$31,020.00	
Total	\$476,800.79	

Project 3 - East Linwood Basin Retrofit

The East Linwood Basin Retrofit project aims to provide stormwater treatment and flow reductions to the 81.5-acre basin which currently discharges untreated stormwater into the Deschutes River, a 303(d) listed waterbody. The City of Tumwater received a 2013-2015 Biennial Municipal Stormwater Capacity Grant to design a solution in this basin using an Integrated Management Practice. A design report and 90% designs were completed using that funding for two construction stormwater wet ponds. In 2021, the Department of Ecology determined they would no longer fund projects that worked within wetlands, regardless of category level, rendering the current plans infeasible.

The City of Tumwater's WRS department applied for funding from the Department of Ecology to complete a new alternative analysis for upstream treatment, with additional funds to complete preliminary designs contingent upon DOE and the City agreeing on an alternative. This application was funded on July 1, 2020.

GEC proposes the following scope of work for the East Linwood Basin Retrofit project. The scope of work is based on a two-phase approach to the project: design/permitting and construction. The design and permitting phase will take place between January 2022 and February 2023, while the construction phase will start in May 2024 and end in December 2024.

A. Scope of Work

Project 3 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and monthly project billing reports.

Project 3 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two PWC and one CC meeting

7. Consultant deliverable and invoice review and approval

Project 3 - Task 200. Permit and Agreement Management

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Apply for Right of Entry Agreement(s)
- Manage Cultural Resources Report
 - Completed by cultural resources consultant
 - Coordination with local stakeholders by Greer Environmental Consulting
- Apply for Right of Way Permit
- Apply for Temporary Construction Easement
- Manage Service Provider Agreement(s)
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 3 - Task 200. Deliverables

1. Right of entry agreement(s)
2. Temporary construction easement
3. Signed service provider agreement(s)
4. Construction stormwater general permit application

Project 3 - Task 300. Grant Management

This task covers all aspects of grant management to acquire the majority of funding for both phases of the project. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- \$127,290 from the Department of Ecology's Water Quality Combined Funding for PS&E deliverables
 - Awarded July 1, 2020
 - Expires April 30, 2023
 - \$60,000 for an alternatives analysis with the rest of the funding contingent on finding an agreeable alternative with the Department of Ecology
- \$XX from the Department of Ecology's Water Quality Combined Funding for construction
 - Price dependent on which alternative is chosen
 - Water Quality Combined Funding applications are accepted annually between August and October

Project 3 - Task 300. Deliverables

1. Negotiated grant agreement(s)
2. Quarterly progress and payment reports
3. Closeout report(s) for funding agencies
4. Department of Ecology Water Quality Combined Funding Program grant application

Project 3 - Task 400. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 3 - Task 400. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 3 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500. Contingency* without the written authorization from the City.

Project 3 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Final PS&E	January 2022	February 2023
Construction	May 2024	December 2024

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management	
1. Project management plan	February 2022
2. Project schedule updated quarterly	October 2024
3. Project budget updated quarterly	October 2024
4. Monthly reports and invoices	December 2024
5. Meeting agendas	May 2024
6. Presentations for at least two PWC and one CC meeting	May 2024

Deliverable	Due Date
7. Consultant deliverable and invoice review and approval	December 2024
Task 200. Permit and Agreement Management	
1. Right of entry agreement(s)	April 2024
2. Temporary construction easement	April 2024
3. Signed service provider agreement(s)	March 2024
4. Construction stormwater general permit application	April 2024
Task 300. Grant Management	
1. Negotiated grant agreement(s)	December 2023
2. Quarterly progress and payment reports	October 2024
3. Closeout report(s) for funding agencies	December 2024
4. Department of Ecology Water Quality Combined Funding Program grant application	October 2022
Task 400. Construction Management*	
1. Bid documentation	May 2024
2. Project closeout report for the City of Tumwater	December 2024
Task 500. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$32,470.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management	\$14,875.00
Task 200. Permit and Agreement Management	\$2,720.00

Task 300. Grant Management	\$9,350.00
Task 400. Construction Management*	\$1,275.00
Task 500. Contingency*	\$4,250.00
Total	\$32,470.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Final PS&E	\$169,720	\$127,290 from the Water Quality Combined Funding for Stormwater Financial Assistance Program \$42,430 from the City of Tumwater Storm Drain Fund
Construction	~\$xxx	Anticipated- 75% of the total cost from the Water Quality Combined Funding program 25% of the total cost from the City of Tumwater Storm Drain Fund
Tasks Outlined Above	\$32,470.00	
Total	\$xxx	

Project 4 - Thurston County Equity Index and REEP Audience Analysis

The Thurston County Equity Index aims to create a geospatial tool for the City of Tumwater and the Regional Environmental Education Partnership (REEP) to use to identify areas and communities that are being over and underserved. On August 1, 2019, the Department of Ecology re-issued the National Pollutant Discharge Elimination System (NPDES) permit to permittees including the City of Tumwater. This permit included new programs and projects, including identifying and better engaging local overburdened communities.

The cities of Olympia, Tumwater, and Thurston County contracted with the Action Mapping Project (AMP) with the University of Washington Tacoma to create the Thurston County Equity Index in the fall of 2021. The equity index is a composition of aggregated data comparing census blocks across each jurisdiction using six categories of data: housing, economic, environmental, education, livability, and stormwater vulnerability. The resulting geodatabase can be used to increase service equity and better serve all City customers.

The Regional Environmental Education Partnership (REEP) made up of the cities of Lacey, Olympia, Tumwater, and Thurston County also contracted with AMP to complete a REEP Audience Analysis. This project will build off of the Thurston County Equity Analysis but focus specifically on the audiences that are being reached by REEP programming over the last ten years compared to local water quality data. The result of this work will be improvements to existing programming and the creation of new programming that creates engaging, effective, and culturally relevant outreach.

GEC proposes the following scope of work for the Thurston County Equity Index and REEP Audience Analysis. The Thurston County Equity Index project will take place between December 2021 and December 2022, while the REEP Audience Analysis will run from December 2021 until February 2023.

A. Scope of Work

Project 4 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget
- Capacity Grant management

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 4 - Task 100. Deliverables

1. Project schedule updated quarterly
2. Project budget updated quarterly
3. Monthly reports and invoices
4. Meeting agendas
5. Presentations for at least one PWC and one CC meeting
6. Consultant deliverable and invoice review and approval
7. Quarterly progress and payment reports

Project 4 - Task 200. Quality Assurance/Quality Control

This task covers work performed during the project phase to ensure that City of Tumwater data is accurate and representative. Specific duties include:

- Develop incides
- Collect and distribute data
- Review and test final database

Project 4 - Task 200. Deliverables

1. List of indices and sources for data

Project 4 - Task 300. Database Roll-Out

This task covers the work to roll out the database to internal and external City of Tumwater customers after the completion of AMP's work. This task includes:

- Provide 1-hour presentations to all interested City of Tumwater departments on the database, how it was created, how it can be used, and the understanding of overburdened communities
- Create a public-facing story map in conjunction with the City's GIS team

Project 4 - Task 300. Deliverables

1. Presentations to interested City of Tumwater departments, eight maximum
2. Public-facing story map

Project 4 - Task 400. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-300 in this Scope of Services. No work can be performed under *Task 400. Contingency* without the written authorization from the City.

Project 4 - Task 400. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	State Date	End Date
Thurston County Equity Index	December 2021	December 2022
REEP Audience Analysis	December 2021	February 2023

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management	
1. Project schedule updated quarterly	January 2023
2. Project budget updated quarterly	January 2023
3. Monthly reports and invoices	February 2023
4. Meeting agendas	December 2022
5. Presentations for at least one PWC and one CC meeting	November 2022
6. Consultant deliverable and invoice review and approval	May 2022
7. Quarterly progress and payment reports	January 2023
Task 200. Quality Assurance/Quality Control	
1. List of indices and sources for data	February 2022
Task 300. Database Roll-Out	
1. Presentations to all interested City of Tumwater departments, eight maximum	December 2022
2. Public-facing story map	August 2022
Task 400. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$18,700.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management	\$7,650.00
Task 200. Quality Assurance/Quality Control	\$850.00
Task 300. Database Roll-Out	\$8,500.00
Task 400. Contingency*	\$1,700.00
Total	\$18,700.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Thurston County Equity Index	\$10,000	\$10,000 from a Department of Ecology Capacity Grant
REEP Audience Analysis	\$2,048.53	35% of the project is funded by the 2021 REEP Budget, with the other 65% will be funded by the 2022 REEP Budget
Tasks Outlined Above	\$18,700.00	
Total	\$30,748.53	

Project 5 - Septic to Sewer Program with the Velkommen Mobile Home Park

The Septic to Sewer Program with the Velkommen Mobile Home Park aims to convert 39 high-density septic systems to City sewer while creating a framework for replicating this process at other mobile home parks across the region. While septic systems are not inherently problematic, if not properly maintained, they can pose risks to public health, surface waters, and groundwater. The 2015 Urban Septic Assessment Report estimated that 989 parcels within Tumwater city limits have septic systems, with an additional 1,630 in the Urban Growth Boundary.

The City of Tumwater's WRS department identified the Velkommen Mobile Home Park as an ideal partner to launch the septic to sewer program specific to mobile home parks. These parks are often the location of high-density septic systems where costs to convert to sewer are highly prohibitive. Tumwater proposes to run a social marketing style campaign to create a blueprint on how to work with mobile home park residents, management agencies, permitting jurisdictions, local agencies, and LOTT to convert systems like Velkommen to sewer. Tumwater applied for a grant from the Department of Ecology to assist in the funding of this project in October 2021 and will be notified of the award by mid-January 2022.

GEC proposes the following scope of work for the Septic to Sewer Program with the Velkommen Mobile Home Park. The scope of work is based on a two-phase approach to the project: social marketing campaign/blueprint creation and design/construction. The social marketing campaign/blueprint creation phase will take place between October 2022 and June 2025, while the design/construction phase will start in March 2023 and end in October 2024.

A. Scope of Work

Project 5 - Task 100. Project Management - Dependent on funding and City approval

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 5 - Task 100. Deliverables

1. Project management plan

2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two PWC and one CC meeting
7. Consultant deliverable and invoice review and approval

Project 5 - Task 200. Social Marketing Campaign and Blueprint Creation - Dependent on funding and City approval

This task covers all aspects of work necessary to complete a social marketing style campaign with additional consultant support, including:

- Manage Program Development
 - Program background, purpose, and focus
 - Situational analysis
 - Priority audience selection
 - Objectives and goals
 - Barriers benefits, motivators, and competitors for the priority audience
 - Positioning statement
- Manage Marketing and Implementation Strategy
 - Marketing intervention mix strategy (product, price, place, and promotion)
 - Evaluation plan
 - Program budget
 - Implementation plan
- Manage Program Evaluation
 - Report on inputs, outputs, outcomes, and impact
 - Provide recommendations for enhancements going forward
 - Blueprint completion
- These three elements together create the blueprint for the septic to sewer program when partnering with mobile homes in Thurston County.

Project 5 - Task 200. Deliverables

1. Program development report
2. Marketing and implementation strategy report
3. Program evaluation report

Project 5 - Task 300. Permit and Agreement Management - Dependent on funding and City approval

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Apply for Right of Entry Agreement
- Manage Cultural Resources Report
 - Completed by cultural resources consultant
 - Coordination with local stakeholders by Greer Environmental Consulting

- Apply for Temporary Construction Easement
- Manage Service Provider Agreement(s)
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 5 - Task 300. Deliverables

1. Right of entry agreement
2. Temporary construction easement
3. Signed service provider agreement(s)
4. Construction stormwater general permit application

Project 5 - Task 400. Grant Management - Dependent on funding and City approval

This task covers all aspects of grant management to acquire the majority of funding for both phases of the process. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- Anticipated - \$499,927 from the Department of Ecology's Water Quality Combined Funding for social marketing campaign/blueprint creation, final PS&E, and construction
 - Awarded July 1, 2022
 - Expires October 1, 2025

Project 5 - Task 400. Deliverables

1. Negotiated grant agreement(s)
2. Quarterly progress and payment reports
3. Closeout report(s) for funding agencies

Project 5 - Task 500. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 5 - Task 500. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 5 - Task 600. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-500 in this Scope of Services. No work can be performed under *Task 600. Contingency* without the written authorization from the City.

Project 5 - Task 600. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Social Marketing Campaign/Blueprint Creation	October 2022	December 2024
Design/Construction	March 2023	October 2024

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management*	
1. Project management plan	November 2022
2. Project schedule updated quarterly	October 2024
3. Project budget updated quarterly	October 2024
4. Monthly reports and invoices	December 2024
5. Meeting agendas	May 2024
6. Presentations for at least two PWC and one CC meeting	April 2024
7. Consultant deliverable and invoice review and approval	December 2024
Task 200. Social Marketing Campaign and Blueprint Creation*	
1. Program development report	May 2023
2. Marketing and implementation strategy report	December 2023
3. Program evaluation report	November 2024
Task 300. Permit and Agreement Management*	
1. Right of entry agreement	February 2024

Deliverable	Due Date
2. Temporary construction easement	February 2024
3. Signed service provider agreement(s)	February 2023
4. Construction stormwater general permit application	February 2024
Task 400. Grant Management*	
1. Negotiated grant agreement(s)	November 2022
2. Quarterly progress and payment reports	October 2024
3. Closeout report(s) for funding agencies	December 2024
Task 500. Construction Management*	
1. Bid documentation	April 2024
2. Project closeout report for the City of Tumwater	December 2024
Task 600. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$48,110.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management*	\$18,275.00
Task 200. Social Marketing Campaign and Blueprint Creation*	\$16,150.00
Task 300. Permit and Agreement Management*	\$2,890.00
Task 400. Grant Management*	\$5,270.00
Task 500. Construction Management*	\$1,275.00

Task 600. Contingency*	\$4,250.00
Total	\$48,110.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Social Marketing Campaign/Blueprint Creation	\$102,291.47	Anticipated - \$51,145.74 from the Department of Ecology's Onsite Septic System Fund \$51,145.74 from the City of Tumwater's Sewer Utility
Design/Construction	\$897,563.31	Anticipated - \$448,781.65 from the Department of Ecology's Onsite Septic System Fund \$448,781.65 from the City of Tumwater's Sewer Utility
Tasks Outlined Above	\$48,110.00	
Total	\$1,047,964.78	

Project 6 - Stormwater Management Action Planning for Three High Priority Subbasins

The Stormwater Management Action Planning for Three High Priority Subbasins project aims to help Tumwater meet NPDES permit compliance while aligning stormwater projects, programs, and policies. The 2019 issuance of the Department of Ecology's NPDES permit included a requirement for all Phase II jurisdictions to complete a Stormwater Management Action Plan (SMAP) for the highest priority subbasin as ranked by each jurisdiction. The goal of the SMAP process is to identify opportunities for stormwater retrofits, land management or development strategy changes, and customized implementation of stormwater management actions to improve water quality and habitat in priority receiving waters.

The City of Tumwater's WRS department has been working through the first two parts of the SMAP process: delineating and prioritizing subbasins. The final step in the SMAP process is to complete a comprehensive plan for the highest priority subbasin by March 21, 2023. The City applied for funding from the Department of Ecology to complete three SMAPs to gain a better understanding and ability to budget for improvements in projects and programs to achieve water quality and habitat improvements within receiving waters. The Department of Ecology publishes its draft funding list in January 2022.

GEC proposes the following scope of work for the Stormwater Management Action Planning project. The scope of work is based on a three-phase approach to the project, focusing on each SMAP in order of subbasin prioritization. The SMAP for the highest priority subbasin will start work in April 2022 and be completed in March 2023, with the other two SMAPs anticipated to take six months each to complete, with a full project end date of August 2024.

A. Scope of Work

Project 6 - Task 100. Project Management - Dependent on funding and City approval

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 6 - Task 100. Deliverables

1. Project management plan

2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two PWC and one CC meeting
7. Consultant deliverable and invoice review and approval

Project 6 - Task 200. Grant Management - Dependent on funding and City approval

This task covers all aspects of grant management to acquire the majority of funding for all three phases of the process. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- Anticipated - \$149,524.23 from the Department of Ecology's Water Quality Combined Funding for three SMAPs
 - Awarded July 1, 2022
 - Expires September 30, 2024

Project 6 - Task 200. Deliverables

1. Negotiated grant agreement(s)
2. Quarterly progress and payment reports
3. Closeout report(s) for funding agencies

Project 6 - Task 300. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-200 in this Scope of Services. No work can be performed under *Task 300. Contingency* without the written authorization from the City.

Project 6 - Task 300. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
SMAP for the Highest Priority Basin	April 2022	March 2023
SMAP for the Second Highest Priority Basin	May 2023	October 2023
SMAP for the Third Highest Priority Basin	December 2023	August 2024

C. Project Schedule

Deliverable	Due Date
Task 100 - Project Management*	
1. Project management plan	April 2022
2. Project schedule updated quarterly	July 2024
3. Project budget updated quarterly	July 2023
4. Monthly reports and invoices	August 2024
5. Meeting agendas	May 2024
6. Presentations for at least two PWC and one CC meeting	May 2024
7. Consultant deliverable and invoice review and approval	May 2024
Task 200 - Grant Management*	
1. Negotiated grant agreement	September 2022
2. Quarterly progress and payment reports	July 2024
2. Closeout report for the Department of Ecology	August 2024
Task 300. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$28,475.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management*	\$19,975.00
Task 200. Grant Management*	\$5,100.00

Task 500. Contingency*	\$3,400.00
Total	\$28,475.00

*Dependent on funding and City approval

C. Funding Structure

Phase	Budget	Source
SMAP for the Highest Priority Basin	\$66,455.21	Anticipated - \$49,841.41 from the Department of Ecology's Stormwater Financial Assistance Program \$16,613.80 from the City of Tumwater's Storm Drain Utility
SMAP for the Second Highest Priority Basin	\$66,455.21	Anticipated - \$49,841.41 from the Department of Ecology's Stormwater Financial Assistance Program \$16,613.80 from the City of Tumwater's Storm Drain Utility
SMAP for the Third Highest Priority Basin	\$66,455.21	Anticipated - \$49,841.41 from the Department of Ecology's Stormwater Financial Assistance Program \$16,613.80 from the City of Tumwater's Storm Drain Utility
Tasks Outlined Above	\$28,475.00	
Total	\$227,840.63	

Project 7 - Tumwater Regional Golf Course Parking Lot Stormwater Retrofit

The Tumwater Valley Regional Golf Course Stormwater Retrofit aims to treat stormwater runoff from 2.43 acres of impervious parking lot that currently discharges to the Deschutes River, a 303(d) listed water body, untreated. This project was identified as one of the conditions for the Tumwater Valley Regional Golf Course to receive Salmon Safe certification. Untreated runoff from roads and parking lots has become an increasing concern as research from the University of Washington has found a link between pre-spawn mortality in coho salmon, of which the Deschutes River has a declining stock, and a chemical in car tires called 6PPD-Quinone.

The City of Tumwater hired Skillings Inc to complete a technical memorandum on retrofitting the golf course parking lot in September 2021. The memorandum recommended the construction of a bioretention facility and a compost-amended vegetated filter strip to treat runoff in the two subbasins. The WRS department applied for a grant from the Department of Ecology to complete the final PS&E and construct the project. The Department of Ecology will publish its draft funding list for this grant round in January of 2022.

GEC proposes the following scope of work for the Tumwater Valley Regional Golf Course Stormwater Retrofit project. The scope of work is based on a two-phase approach to the project: design/permitting and construction. The design and permitting phase will take place between October 2022 and May 2023, while the construction phase will start in May 2023 and end in December 2023.

A. Scope of Work

Project 7 - Task 100. Project Management - Dependent on funding and City approval

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 7 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly

4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two PWC and one CC meeting
7. Consultant deliverable and invoice review and approval

Project 7 - Task 200. Permit and Agreement Management - Dependent on funding and City approval

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Apply for Cultural Resources Report
 - Completed by a cultural resources firm
 - Coordination with local stakeholders by Greer Environmental Consulting
- Apply for JARPA
 - Drawing provided by hired engineering firm
 - GEC will submit the permits
- Apply for Right of Way Permit
- Apply for Temporary Construction Easement
- Manage Service Provider Agreement(s)
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 7 - Task 200. Deliverables

1. Right of entry agreement
2. JARPA application
3. Temporary construction easement
4. Signed service provider agreements
5. Construction stormwater general permit application

Project 7 - Task 300. Grant Management - Dependent on funding and City approval

This task covers all aspects of grant management to acquire the majority of funding for both phases of the process. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- \$132,658.60 from the Department of Ecology's Water Quality Combined Funding program for PS&E deliverables and construction
 - Awarded July 1, 2022
 - Expires June 30, 2025

Project 7 - Task 300. Deliverables

1. Negotiated grant agreement
2. Quarterly progress and payment reports
3. Closeout report for the Department of Ecology

Project 7 - Task 400. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 7 - Task 400. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 7 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500. Contingency* without the written authorization from the City.

Project 7 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	State Date	End Date
Final PS&E	October 2022	May 2023
Construction	May 2023	December 2023

C. Project Schedule

Deliverable	Due Date
Task 100 - Project Management*	
1. Project management plan	November 2022
2. Project schedule updated quarterly	October 2023
3. Project budget updated quarterly	October 2023
4. Monthly reports and invoices	December 2023
5. Meeting agendas	May 2023
6. Presentations for at least two PWC and one CC meeting	May 2023

Deliverable	Due Date
7. Consultant deliverable and invoice review and approval	December 2023
Task 200. Permit and Agreement Management*	
1. Right of entry agreement	May 2023
2. JARPA application	May 2023
3. Temporary construction easement	May 2023
4. Signed service provider agreements	December 2022
5. Construction stormwater general permit application	May 2023
Task 300. Grant Management*	
1. Negotiated grant agreement	November 2022
2. Quarterly progress and payment reports	October 2023
2. Closeout report for the Department of Ecology	December 2023
Task 400. Construction Management*	
1. Bid documentation	May 2023
2. Project closeout report for the City of Tumwater	December 2023
Task 500. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$23,460.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management*	\$11,050.00
Task 200. Permit and Agreement Management*	\$3,485.00
Task 300. Grant Management*	\$5,100.00
Task 400. Construction Management*	\$1,275.00
Task 500. Contingency*	\$2,550.00
Total	\$23,460.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Final PS&E	\$39,871.32	\$29,903.49 from the Water Quality Combined Funding Program \$9,967.83 from the City of Tumwater Storm Drain Fund
Construction	\$93,845.55	\$62,883.79 from the Water Quality Combined Funding Program \$20,961.76 from the City of Tumwater Storm Drain Fund
Tasks Outlined Above	\$23,460.00	
Total	\$128,355.55	

Project 8 - Deschutes River Flood Reduction and Erosion Study

The Deschutes River Flood Reduction Study aims to develop solutions to flooding and erosion problems along the lower Deschutes River between Brewery Park at Tumwater Falls and Henderson Boulevard. The study will include work to describe existing conditions and the critical factors contributing to flooding and erosion problems; identification, evaluation, and conceptual alternatives to reduce or eliminate flooding and erosion; identification of required permit actions; and development of preliminary engineering drawings and cost estimates for the preferred alternative.

Greer Environmental Consulting proposes the following scope of work for the Deschutes River Flood Reduction and Erosion Study. The scope of work is based on a two-phase approach to the project: current state evaluation and conceptual alternatives analysis. The current state evaluation will take place between July 2022 and May 2023, while the conceptual alternatives analysis will take place between May 2023 and December 2023.

A. Scope of Services

Project 8 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Assist in hiring a reputable consulting firm, including:
 - Creating a RFP, interviewing potential firms, negotiating the scope of service and overseeing the completion of a Service Provider Agreement (SPA)
- Manage project team members, including other consultants
- Engage with stakeholders, City, consultants, and affected/interested members of the public
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 8 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas

6. Presentations for at least two Public Works Committee meetings (PWC), one City Council (CC) meeting, and one regional workgroup meeting (such as the Watershed Resources Inventory Area (WRIA) 13 Lead Entity Committee)
7. Request for Proposals and a signed Service Provider Agreement with the chosen consultant
8. Consultant deliverable/invoice review and approval

Project 8 - Task 200. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Task 100 in this Scope of Services. No work can be performed under *Task 200 Contingency* without the written authorization from the City.

Project 8 - Task 200. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Current State Evaluation	July 2022	May 2023
Conceptual Alternatives Analysis	May 2023	December 2023

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management	
1. Project management plan	July 2022
2. Project schedule updated quarterly	October 2023
3. Project budget updated quarterly	October 2023
4. Monthly reports and invoices	December 2023
5. Meeting agendas	October 2023
6. Presentations for at least two Public Works Committee meetings (PWC), one City Council (CC) meeting, and one regional workgroup meeting (such as the Watershed Resources Inventory Area (WRIA) 13 Lead Entity Committee)	November 2023
7. Request for Proposals and a signed Service Provider Agreement with the chosen consultant	August 2022

Deliverable	Due Date
8. Consultant deliverable and invoice review and approval	December 2023
Task 200. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$18,020.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management*	\$15,470.00
Task 200. Contingency*	\$2,550.00
Total	\$18,020.00

*Dependent on funding and City approval

F. Funding Structure

Phase	Budget	Source
Current State Evaluation	\$30,000.00	\$30,000.00 from the City of Tumwater Storm Drain Fund
Conceptual Alternatives Analysis	\$35,000.00	\$35,000.00 from the City of Tumwater Storm Drain Fund
Tasks Outlined Above	\$18,020.00	
Total	\$83,020.00	

Project 9 - Tumwater Valley Regional Stormwater Facility

The Tumwater Valley Regional Stormwater Facility project aims to improve the quality of the water entering the Deschutes River from the M Street Basin and Littlerock/2nd Ave outfalls. These two basins drain approximately 200 acres with no stormwater treatment or velocity control into the Deschutes River, a 303(d) listed water body. The City of Tumwater received grant funding from the Department of Ecology in 2025 which helped to complete 90% designs.

The current 90% plans are for a constructed wetland which includes a walking trail, educational signage, and wetland mitigation. The City of Tumwater unsuccessfully applied for construction funding from the Department of Ecology three times, 2018, 2019, and 2020. In 2021, the Department of Ecology determined they would no longer fund projects that worked within wetlands, regardless of category level, forcing the City to look to other sources for construction funding.

GEC proposes the following scope of work for the Tumwater Valley Regional Stormwater Facility project. The scope of work is based on a three-phase approach to the project: project conceptualization/funding acquisition, design/permitting, and construction. The project conceptualization/funding acquisition of this project will take place between March 2022 and July 2023, design/permitting work will run from September 2023 through September 2024, with construction occurring between May 2025 and December 2025.

A. Scope of Work

Project 9 - Task 100. Project Conceptualization and Grant Management

This task covers all aspects necessary to conceptualize a fundable project as well as acquire the majority of funding needed for the project. Project conceptualization includes identifying and acquiring land for wetland mitigation including communicating with landowners previously identified as part of this project. Grant management needs for this project include grant research, writing, negotiating, management, and closeout. For this project this task specifically includes the following:

- Landowner outreach
- Mitigation site identification
- Land acquisition steps identified
- Research funding programs and agencies
- Coordinate with funding agencies on eligibility
- Write grant application(s)
- Manage grant(s)

Project 9 - Task 100. Deliverables

1. Identified best fit mitigation site
2. Documentation detailing steps needed to acquire the mitigation site
3. List of funding options
4. Grant application(s)
5. Negotiated grant agreement(s)

6. Quarterly progress and payment reports
7. Closeout report(s) for funding agencies

Project 9 - Task 200. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 9 - Task 200. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two PWC and one CC meeting
7. Consultant deliverable and invoice review and approval

Project 9 - Task 300. Permit and Agreement Management

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Manage Cultural Resources Report
 - Completed by cultural resources consultant
 - Coordination with local stakeholders by Greer Environmental Consulting
- Manage Service Provider Agreement(s)
- Apply for Joint Aquatic Resource Permit Application (JARPA)
 - Drawing provided by engineering firm
 - GEC will submit the permits
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 3 - Task 300. Deliverables

1. Signed service provider agreement(s)
2. JARPA application
3. Construction stormwater general permit application

Project 9 - Task 400. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 9 - Task 400. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 9 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500 Contingency* without the written authorization from the City.

Project 9 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Project Conceptualization/Funding Acquisition	March 2022	July 2023
Design/Permitting	September 2023	September 2024
Construction	May 2025	December 2025

C. Project Schedule

Deliverable	Due Date
Task 100. Project Conceptualization and Grant Management*	
1. Identified best fit mitigation site	May 2022
2. Documentation detailing steps needed to acquire the mitigation site	May 2022
3. List of funding options	May 2022
4. Grant application(s)	March 2023
5. Negotiated grant agreement(s)	March 2024
6. Quarterly progress and payment reports	October 2025
7. Closeout report(s) for funding agencies	December 2025
Task 200. Project Management*	
1. Project management plan	July 2023
2. Project schedule updated quarterly	October 2025
3. Project budget updated quarterly	October 2025
4. Monthly reports and invoices	December 2025
5. Meeting agendas	April 2025
6. Presentations for at least two PWC and one CC meeting	April 2025
7. Consultant deliverable and invoice review and approval	December 2025
Task 300. Permit and Agreement Management*	
1. Signed service provider agreement(s)	April 2024
2. JARPA application	September 2024
3. Construction stormwater general permit application	March 2025
Task 400. Construction Management*	
1. Bid documentation	April 2025
2. Project closeout report for the City of Tumwater	December 2025

Deliverable	Due Date
Task 500. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$45,170.00**.

The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Conceptualization and Grant Management*	\$17,000.00
Task 200. Project Management*	\$20,250.00
Task 300. Permit and Agreement Management*	\$2,070.00
Task 400. Construction Management*	\$1,350.00
Task 500. Contingency*	\$4,500.00
Total	\$45,170.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Project Conceptualization/Funding Acquisition	\$17,000	TBD
Design/Permitting	\$195,000	TBD
Construction	\$2,000,000	TBD
Tasks Outlined Above	\$28,170	TBD
Total	\$2,240,170	

Appendix A - Rate Structure

Greer Environmental Consulting Rate Structure as of December 19, 2021. Rates are subject to change annually, updated rates and categories of work available upon request.

Category of Work	Hourly Rate
Project Management (budget, scope, consultant management, stakeholder engagement)	\$85
WRS Existing Program Support	\$50
Project Conceptualization (new project conceptualization including budgets and schedules)	\$60
Additional Grant Management (researching, applying for, managing, and closing out of grants not outlined above)	\$55
Additional Permit Management (applying, coordinating, and managing new permits not outlined above)	\$55
Miscellaneous Support	\$60

SERVICE PROVIDER RETIREMENT STATUS FORM

Complete this form for each owner, and each employee, independent contractor or person providing service to the City of Tumwater.

I have retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes

☐ No

I verify the information above is true and correct.

Name of Owner, Employee, Independent Contractor or Person: (Please print)	Social Security Number (If answering "yes" above)
Signature	Date

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)