



**PUBLIC WORKS COMMITTEE
AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, April 06, 2023
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, March 9, 2023
- [4.](#) Resolution No. R2023-007 Delegation of Signature Authority for Grant Documents Related to Somerset Hill Fish Passage Barrier Removal Design (Dan Smith)
- [5.](#) Service Provider Agreement with HDR Engineering, Inc. for the Old Highway 99 and 79th Avenue Roundabout Project (Don Carney)
- [6.](#) Authority to Solicit Bids and Award Contract for the 2023 Pavement Maintenance Project (Bill Linddauer)
- [7.](#) Agreement with Clearcreek Contractors for the 2023 Palermo Lagoon Dredging & Maintenance Project (Steve Craig)
- [8.](#) Stormwater Capacity Grant Agreement with Department of Ecology Amendment No. 1 (Dan Smith)
9. Additional Items
10. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/85266585854?pwd=YVVOTUk1Z2lRMXg0NkduTS9sUVByQT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 852 6658 5854 and Passcode 326357.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

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.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
March 9, 2023 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmember Charlie Schneider.

Excused: Councilmember Michael Althausen.

Staff: Transportation and Engineering Director Brandon Hicks, Water Resources Specialist David Kangiser, and Administrative Assistant Cathy Nielsen.

**CONSULTANT
AGREEMENT WITH
TIERRA RIGHT OF
WAY SERVICES,
LTD, FOR RIGHT-OF-
WAY SERVICES ON
THE X STREET
ROUNABOUT
PROJECT**

Director Hicks reported the proposed agreement is a standard boilerplate agreement. Since the project received federal funds, the City is required to use the Washington State Department of Transportation agreement provided to the City. The committee last received an update on the project in fall 2022.

The project site is located at the intersection of Capitol Boulevard and X Street. The roundabout project was included in the Capitol Boulevard Corridor Plan, as well as verified during the feasibility study following completion of the plan. The project limits include north of W Street to several hundred feet south of X Street, as well as both sides of X Street as an approach. Project design of the project is approximately 90% complete. Work on right-of-way activities began in 2022. The next step is negotiating with property owners following approval of the agreement. Staff anticipates the acquisition of right-of-way will require several years to complete. The goal is to construct the project in 2025.

Director Hicks displayed a copy of the right-of-way plan. The City plans to acquire property rights from eight separate parcels. Two of the parcels would entail a full acquisition of the parcel with six partial acquisitions and six temporary construction easements. All acquisitions are under the provisions of eminent domain or condemnation. When offers are extended to owners, the letters include information on eminent domain acquisitions to include information on the invocation of property owner protections under the Uniform Relocation Act. The proposal is not a request for approval of eminent domain or the condemnation process.

The two properties for full acquisition are situated in the area where the future roundabout would intersect with the building. The two parcels are under one ownership housing one business located at the northwest corner of the intersection. The property would also house stormwater facilities as part of the improvement project. The City pays for fair market value for the properties and buildings as well as providing funds to help the business relocate and reestablish the business.

Director Hicks said staff reviewed proposals and selected Tierra Right of Way Services as the preferred right-of-way consultant for the project. The

TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
March 9, 2023 Page 2

City previously worked with the consultant on the Deschutes Valley Trail segment from Tumwater Historical Park to the Brewery Park at Tumwater Falls. The agreement is for \$150,000 based on a best estimate as it could entail more or less time dependent upon whether property owners are willing to work with the City.

Tierra Right of Way Services oversees the elements of right-of-way acquisition with the exception of management and oversight of all work. Some of the services include appraisals, review of plans in terms of compensation to property owners, negotiations with property owners, relocation services, and project certification.

The City was successful in securing \$5.6 million in grants from five different grant sources. The project cost is \$7.1 million project. Most of the grants were obtained through the efforts of Transportation Manager Mary Heather Ames. All local funds for the project are from the Transportation Capital Facilities Plan and the respective utility Capital Facilities Plans for replacement of storm, sewer, and water utilities.

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement, in substantially similar form as approved by the City Attorney, with Tierra Right of Way Services, LTD, in the amount of \$150,000, for right-of-way services on the X Street Roundabout Project.

Councilmember Schneider spoke to the number of roundabouts involved in the Trosper Road-Capitol Boulevard Improvement project and questioned why X Street was selected for a roundabout rather than other intersections located closer to the project area. Director Hicks explained that the first roundabout as part of the project is located at Trosper Road and Capitol Boulevard followed by a roundabout at T Street, which the City is not pursuing at this time because a large portion of the property required for the roundabout was owned by the Washington State Department of Transportation (WSDOT) Olympic Region. WSDOT used the property as a public works facility and the area has some ground contamination. The status of the property is unknown at this time, which is why the City is not pursuing the T Street roundabout at this time. The fourth roundabout is the Dennis Street/Capitol Boulevard roundabout. The City is pursuing Safe Routes to School funding for the Dennis Street roundabout.

Director Hicks explained the timing of the acquisition process. The City will pursue mutually agreeable terms; however, should the City encounter an impasse within the next six months to a year, the City would need to initiate condemnation actions that essentially establishes a clock on the timing for securing property rights.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
March 9, 2023 Page 3**

Chair Swarthout asked about the possibility of receiving additional federal funds to fund the project fully. Director Hicks said staff continues to monitor grant programs. It is unlikely staff would locate additional federal funding as the project has maximized the federal funds on the project. Federal funding requires a minimum match of 13.5% from other sources of funds to include local funds. Other grant agencies are a possibility but the City has received funds from other agencies for other City projects.

CONSENSUS:

The Public Works Committee recommends the City Council approve and authorize the Mayor to sign the Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement, in substantially similar form as approved by the City Attorney, with Tierra Right of Way Services, LTD, in the amount of \$150,000, for right-of-way services on the X Street Roundabout Project.

**BARNES LAKE 2023
BUDGET & WORK
PLAN**

Specialist Kangiser presented the Barnes Lake 2023 Budget and Work Plan. The request is to recommend the City Council approve the 2023 draft Barnes Lake Management District Work Plan and Operating Budget.

In 2022, the lake received treatments targeting lily pads, bladderwort, and pond weed. The 2022 scope of work included monitoring previous lake treatments. In 2020, the lake received a fluridone treatment as a part of a four-year treatment cycle. Those treatments were hindered by low water in the lake. Some of the targeted species for fluridone were trapped in dry wetland areas surrounding the lake. The treatment was not as successful as envisioned. The diquat herbicide treatment in 2022 was successful for treating bladderwort not treated in 2020. The budget includes continued treatment applications in 2023 and 2024 of diquat herbicide and other recommended applications by the contractor. The cost of treatments and labor has increased in the last several years resulting in increased costs of the consultant in 2023 and 2024. The budget has some reserve funds to cover the increase in costs. The draft work plan incorporates a typical budget year in addition to funds for production of a newsletter for members.

CONSENSUS:

The Public Works Committee recommended the City Council approve the draft 2023 Barnes Lake Management District Work Plan and Operating Budget.

ADJOURNMENT:

With there being no further business, Chair Swarthout adjourned the meeting at 8:24 a.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Works Committee
FROM: Dan Smith, Director – Water Resources & Sustainability
DATE: March 23, 2023
SUBJECT: Resolution No. R2023-007 Somerset Hill Fish Passage Barrier Removal Design

1) Recommended Action:

Staff requests Public Works Committee recommend the City Council approve and authorize the Mayor to sign Resolution No. R2023-007 Somerset Hill Fish Passage Barrier Removal Design.

2) Background:

The culvert conveying Percival Creek under Sapp Road has been identified as a partial barrier to fish passage due to velocity. The City plans to replace the culvert with a larger one that allows for easier fish passage, creates improved habitat, and helps to realign the creek toward its natural channel. The project is seeking design and permitting funding from the Washington State Recreation and Conservation Office's Salmon Recovery Funding Board.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Remove obstructions to fish passage

4) Alternatives:

- ☐ Request changes to the proposed resolution.
-

5) Fiscal Notes:

This project seeks \$280,000 from the Salmon Recovery Funding Board to complete 100% Plans, Specifications & Estimates. This grant source requires no match.

6) Attachments:

A. Resolution No. R2023-007 Somerset Hill Fish Passage Barrier Removal Design

RESOLUTION NO. R2023-007

A RESOLUTION of the City Council of the City of Tumwater, Washington authorizing the person identified below (in section 2) to act as the authorized representative/agent on behalf of The City of Tumwater and to legally bind The City of Tumwater with respect to the Somerset Hill Fish Passage Barrier Removal Design Project #23-1095 for which The City of Tumwater seeks grant funding assistance managed through the Recreation and Conservation Office (Office or RCO).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project.”

Section 2. The City Council of the City of Tumwater hereby authorizes Dan Smith, Water Resources & Sustainability Director, (and subsequent holders of that title/position) to execute the following documents binding our organization on the above Project: (1) Grant application (submission thereof), (2) Project contact (day-to-day administering of the grant and communication with the RCO), (3) RCO Grant Agreement, and , (4) Agreement amendments.

The City Council of the City of Tumwater hereby authorizes Debbie Sullivan, Mayor (and subsequent holders of that title/position) to execute property and real estate documents (Notice of Grant, Deed of Right of Assignment of Rights if applicable) binding our organization on the above Project. These are items that are typically recorded on the property with the County.

The above persons are considered “authorized representatives/agents” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute document related to the grant.

Section 3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an

indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

Section 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to sign on behalf of the organization for their assigned role/document.

Section 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Section 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

Section 7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understand it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office

may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

Section 11. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

Section 12. Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

Section 13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 14. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Section 15. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 16. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

****Signatures on the following page****

Section 17. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

TO: Public Works Committee
 FROM: Don Carney, Capital Projects Manager
 DATE: April 6, 2023
 SUBJECT: Service Provider Agreement with HDR Engineering, Inc. for the Old Highway 99 and 79th Avenue Roundabout Project

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Service Provider Agreement with HDR Engineering, Inc. for the Old Hwy 99 and 79th Ave Roundabout.

2) Background:

In 2016, the City published the 2036 Transportation Master Plan (TMP), which laid out plans for the improvement of Old Highway 99 from 73rd Avenue to 93rd Avenue. The TMP projected the need to widen Old Highway 99 to five lanes. It also prescribed intersection control at 79th Avenue due to inadequate “gaps” in traffic for turning movements. The City has been collecting Transportation Impact Fees for future reconstruction of Old Highway 99. This roundabout project has been moved forward ahead of plan to help mitigate traffic concerns related to the planned Operations and Maintenance Facility on Trails End Drive.

The consultant (HDR) scope of work includes design of the Old Highway 99 and 79th Avenue Roundabout in addition to frontage associated with the planned Operations and Maintenance Facility and Trails End Park. The total consultant fee is \$735,000.

3) Policy Support:

- C. Create and Maintain a Transportation System Safe for All Modes of Travel
 - 1. Implement Capitol Boulevard Plan.
 - F. Refine and Sustain a Great Organization
 - 5. Construct the O&M Facility.
-

4) Alternatives:

- ☐ Do not recommend award of the contract.
 - ☐ Revise the scope of work and negotiate new fees.
-

5) Fiscal Notes:

Funds for the project include transportation impact fees and a blend of general governmental, water, sewer, and storm utility CFPs as “mitigation” for the planned City Operations and Maintenance Facility on Trails End Drive.

6) Attachments:

- A. Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

OLD HWY 99 AND 79TH AVE ROUNDABOUT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and HDR ENGINEERING, INC., a Nebraska 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”). The standard of care for all services performed by SERVICE PROVIDER shall be the care and skill ordinarily used by members of SERVICE PROVIDER’S profession.

2. TERM.

The Project shall begin no earlier than March 1, 2023, and shall be completed

no later than December 31, 2024. 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 **Seven Hundred Thirty Five Thousand and 00/100 Dollars (\$735,000.00)** as reflected in Exhibit "A" Scope of Services.

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 each month for services rendered during the previous month. 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.

F. 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 a retiree 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 a 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 Automobile and General Liability insurance policies, 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. Any modification or reuse of such work product and/or other documents for purposes other than those intended by the Agreement shall be the CITY'S sole risk and without liability to SERVICE PROVIDER.

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 as Exhibit B.

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. 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 Following 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:

HDR ENGINEERING, INC.
Address: 905 Plum Street SE, Ste. 200
Olympia, WA 98501
Tax ID #: 601-021-437
Phone Number: 360-570-4400

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 THURSTON

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: _____

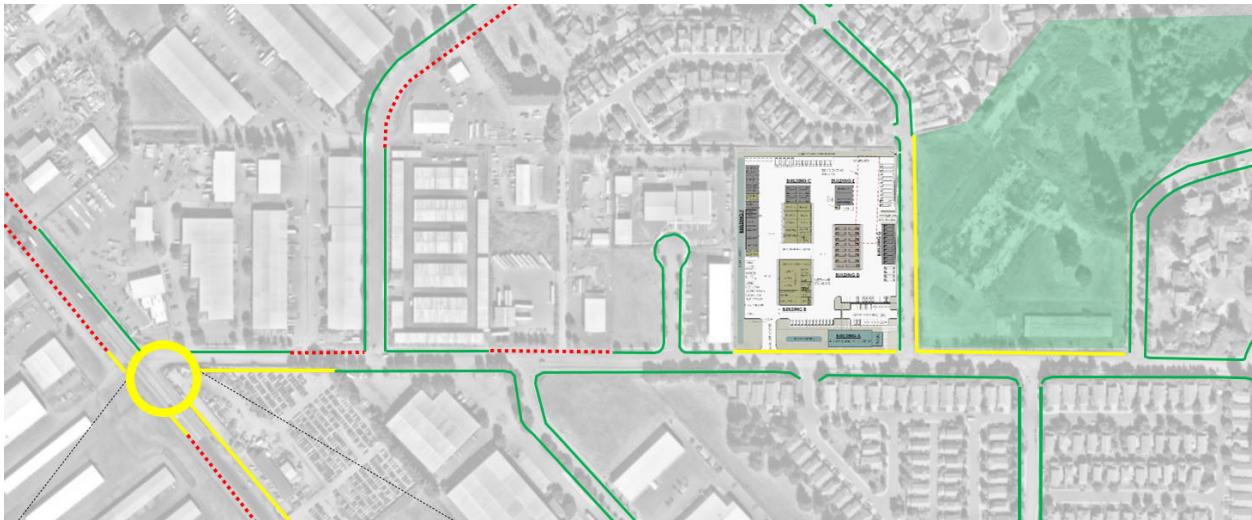
Exhibit A DRAFT Scope of Services

Old Hwy 99 and 79th Avenue Roundabout

Introduction

The City of Tumwater (CITY) has selected HDR Engineering, Inc. to provide support to the city in the design and development of construction documents for the Old Hwy 99 and 79th Avenue Roundabout and the frontage improvements required for the CITY's proposed maintenance and park facilities along 79th Avenue and Trails End Road.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Tumwater in association with the work. This document shall be used to plan, conduct, and complete the work.



Roundabout and Frontage Improvements Overview

This project includes intersection and frontage improvements associated with the CITY's proposed facilities on 79th Avenue and Trails End Road. This scope of work includes efforts required to design the roundabout (RAB) and the frontage improvements (FRONTAGE) projects. The RAB and FRONTAGE projects are covered under different tasks so the two projects can be tracked separately.

RAB - The roundabout improvements at the intersection of Old Hwy 99 and 79th Avenue will be developed to be consistent with the CITY's Old Hwy 99 corridor study. Further discussion of the roundabout design approach and anticipated project limits is included in the roundabout design scope of work.

FRONTAGE – The frontage improvements project will match into existing frontage improvements on 79th Avenue and Trails End Road. Improvements will include stormwater improvements to meet the CITY's Drainage Design and Erosion Control Manual. The FRONTAGE project includes the following limits:

- Approximately 1,200 feet along the north side of 79th Avenue
- Approximately 700 feet along the east side of Trails End Road

The CONSULTANT's work is expected to start in March 2023 and continue through January 2024. The CONSULTANT will perform the Work as defined in the tasks in this document. The Preliminary Engineering phase of the project will include preliminary Right-of-Way activities that will establish the Right-of-Way needs and estimated costs. Efforts for the Right-of-Way phase of the project will be added as an amendment after the Preliminary Engineering Phase is complete and the Right-of-Way needs have been defined.

TABLE OF CONTENTS

PROJECT MANAGEMENT & SUPPORT SERVICES

Task 1	Project management
Task 2	Public Outreach Support
Task 3	Topographic Survey and Right of Way Base Mapping
Task 4	Geotechnical Investigation and Reporting
Task 5	Cultural Resources

PRELIMINARY ENGINEERING (RAB)

Task 6	Environmental Permitting
Task 7	Phase 1 Environmental Site Assessment
Task 8	Preliminary Design <ul style="list-style-type: none"> • Sensitivity Analysis • Roadway/Roundabout Design • Stormwater Design • Sanitary Sewer Design • Illumination Design • Landscaping Design
Task 9	Utility Coordination/Undergrounding
Task 10	Real Estate Services Support
Task 11	Final Design <ul style="list-style-type: none"> • Roadway/Roundabout Design • Stormwater Design • Sanitary Sewer Design • Illumination Design • Landscaping Design

PRELIMINARY ENGINEERING (FRONTAGE)

Task 12	Environmental Permitting
Task 13	Preliminary Design <ul style="list-style-type: none"> • Roadway Design • Stormwater Design • Water Design (Service Stub-out for Site Development for Both Parcels) • Illumination Design • Landscaping Design
Task 14	Utility Coordination/Undergrounding
Task 15	Final Design

- Roadway Design
- Stormwater Design
- Water Design (Service Stub-out for Site Development for Both Parcels)
- Illumination Design
- Landscaping Design

PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)

Task 16	30% Design Documentation (RAB)
Task 17	75% Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 18	Draft Final Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 19	Advertisement and Bidding Support
Task 20	Design Support During Construction

PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)

Task 21	30% Design Documentation (FRONTAGE)
Task 22	75% Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 23	Draft Final Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 24	Advertisement and Bidding Support
Task 25	Design Support During Construction

Design Criteria

The CITY will designate the basic premises and criteria for plan development. The plans shall be developed in accordance with the latest edition and amendments of the following publications as of the date of the signing of this AGREEMENT of the following documents.

Measurements will be in English units.

Drafting Standard: APWA/City of Tumwater

Datums:

Horizontal: Washington State Plane Coordinate System
Vertical: NGVD 29

City of Tumwater Publications:

- The Tumwater Development Guide and Standard Details (Interim 2021) or the latest version
- Drainage Design and Erosion Control Manual for Tumwater (July 2022)
- Latest Tumwater Standard Details

WSDOT Publications:

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2022)
- Standard Plans for Road, Bridge and Municipal Construction, English edition
- WSDOT Design Manual

American Association of State Highway and Transportation Officials (AASHTO) Publications:

- A Policy on Geometric Design of Highways and Streets, (2018 Edition – “Green Book”)

U.S. Department of Transportation (USDOT) Publications:

- Manual of Uniform Traffic Control Devices for Streets and Highways
- Highway Capacity Manual, Special Report 209
- Public Right of Way Accessibility Guidelines (PROWAG)
- NCHRP Report 672 (FHWA Roundabout Guidance)

Additional project specific criteria will be established in initial meetings with the CITY.

Detailed Scope of Services

TASK 1: PROJECT MANAGEMENT

The purpose of this activity is to provide overall direction and control for the RAB and FRONTAGE projects. The CONSULTANT's project manager shall be responsible for developing and administering the communication plan for the project, including creation and updates of the project schedule, implementation of the quality control process, project reporting, project documentation, and overall performance of the project. Activities will include the following:

Task 1.1 – Project Management/Administration

The CONSULTANT shall administer the project and coordinate with CITY to facilitate efficient progress and timely completion. Elements of work for this task include:

- Project Setup
- Manage project activities, Quality Management Plan, Health and Safety Plan
- Manage project budget and schedule
- Manage sub-consultant agreements
- Perform management and business reviews
- Project Closeout

Task 1.2 – Project Reporting/Invoicing

The CONSULTANT shall prepare monthly invoices, earned value and progress reports to document the work performed and anticipated work for the next month. Elements of work for this task include:

- Prepare monthly earned value chart tracking project progress.
- Prepare/submit monthly progress report and invoice to CITY project manager.

Task 1.3 – Project Team Meetings

The CONSULTANT project manager, in addition to attending specific meetings as described in other tasks, shall attend the following meetings:

- Bi-weekly CITY project management meetings to discuss progress, action items, schedule, budget, and upcoming issues. CONSULTANT shall prepare agenda and meeting minutes including summary of action items, strategies, and decisions made.
- Monthly CONSULTANT team meetings to coordinate team's progress and effort. CONSULTANT shall prepare agenda, summarize decisions made, and assign action items.
- The CONSULTANT shall maintain regular contact with the CITY Project Manager and maintain regular coordination with CITY staff for this project in accordance with the provisions stated in this scope of work. The CONSULTANT Project Manager shall be responsible for maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, emails and open access to project information by the CITY.

Task 1 - Assumptions:

- CONSULTANT / CITY project management meetings shall be conducted via video conference call or in person, be attended by two CONSULTANT team members, and be one hour or less in duration.
- The Project Budget and Earned value will be tracked at the Task level.
- Work will occur over eleven (11) consecutive months between Mar 2023 & Jan 2024.

- All meetings with the CITY shall be attended by two (2) CONSULTANT team members.
- Project design team meetings are assumed to be one hour or less in duration. One CONSULTANT team member will have an additional hour for meeting preparation and minutes.
- Project management team meetings will occur every other week for the duration of the project.
- The CONSULTANT will provide all meeting participants with the phone number and participant code number, or a link to the video conference session when using virtual meeting software for each meeting(s).
- CONSULTANT internal team will meet one time per month for a period of eleven (11) months between Mar 2023 & Jan 2024. Internal team meetings will be one (1) hour in duration and will include the PM and design discipline leads.
- The initial project design team meeting will be an internal kickoff meeting that the discipline leads, and their support staff will attend. This meeting is anticipated to be 1.5 hours in duration.
- All management and design team meetings will cover items in both project and meeting notes will be combined in one document.

Task 1 - Deliverables:

- Project Schedule (included with biweekly progress report, via pdf)
- Meeting Minutes (Assumes 22 project management team meetings and 11 project design team meetings, via pdf).
- Monthly Progress Reports/Invoices (Assumes 11 Reports/Invoices, via pdf).
- Earned Value Chart (Assumes 11 total, via pdf)

TASK 2: PUBLIC OUTREACH SUPPORT

The purpose of this activity is to provide public outreach support to the CITY for the RAB and FRONTAGE projects.

Task 2.1 – Public Outreach Exhibits

The CONSULTANT shall develop exhibits depicting the proposed project improvements for the CITY to post to the project website.

Task 2.2 – Public/Stakeholder Outreach Support

The CONSULTANT shall support the CITY's coordination efforts with project stakeholders and the community. Efforts may include reviewing/responding to stakeholder questions and/or attending meetings to discuss the project details with stakeholder. The budget assumes up to 40 hours of public/stakeholder outreach support will be required for the RAB and FRONTAGE projects.

Task 2 - Assumptions:

- CITY will update the project website with exhibits provided by CONSULTANT in PDF or PNG format.
- It assumed that no oversized exhibit display boards will be required for public outreach efforts and all deliverables will be provided in electronic format.
- Hours for public/stakeholder outreach support effort is estimated to be 40 hours.

Task 2 - Deliverables:

- Public Outreach Exhibits – these exhibits will be developed using the project design CADD files but will be modified to be used for display graphics rather than construction documents (PDF format).

TASK 3: TOPOGRAPHIC SURVEY and RIGHT-OF-WAY MAPPING

CONSULTANT will retain MTN2Coast (M2C) to provide topographic surveying and right of way base mapping services for the RAB and FRONTAGE projects. M2C will build on previous work performed for the CITY. City will provide as-built records for City's owned utilities. It is the CONSULTANT's responsibilities to obtain existing utility records from private utilities and the cost for locate services.

TASK 3.1 – Right-of-Way Base Map

M2C will complete the appropriate field and office work to establish the right-of-way base map for the RAB and FRONTAGE projects. A Record of Survey drawing will be prepared and recorded with the County Auditor's office for any revision to right-of-way, as required by law. All existing searched for and found monuments based on record of surveys and recorded plats shall be documented on the right-of-way base map. It is anticipated that during construction a DNR permit to destroy or remove the monuments will be required.

TASK 3.2 – Topographic Survey Base Map

M2C will complete a topographic survey of the RAB and FRONTAGE project sites as shown in **Figure 1** and **Figure 2**. The topographic survey shall be conducted within the project limits and out to 25 feet beyond the proposed project boundary.

Topographic survey features to be mapped:

- Roadways, driveways, sidewalks, and other surface features with material or surface types;
- Centerlines, channelization, and angles of intersection of the side streets with main roadway centerline;
- One-foot contours with tops, toes and breaks;
- Buildings and other structures on site with finished floor elevations;
- Other visible improvements such as curbs, mailboxes, light poles, etc.;
- Trees (2" caliper and larger), shrubs, special landscaping, and irrigation features;
- Locations of other landscaping materials such as grass lawns, rock structures, sculptures, etc.;
- Type, locations and elevations of sprinkler heads, sprinkler control boxes, and other sprinkler devices that may become a design and ROW negotiation considerations;
- Fences and retaining walls;
- Toe and top of slopes within drainage features;
- Locate and confirm all existing utilities and appurtenances with types, sizes, and materials, as possible for all public and private owned utilities;
- All other features not explicitly stated as required for design in accordance with standard survey practices.

Water Mains and Appurtenances:

- Size and material type of water main from city records, locate service markings and observations by M2C;

- Size and type of manhole, meter and fire hydrant from city records, locate service markings and observations by M2C;
- Size and type of valve from city records, locate service markings and observations by M2C, with operating nut elevation by M2C;

Storm Drains and Open Channels:

- Size and material type of storm drains with flow direction from city records, locate service markings and observations by M2C;
- Size and type of appurtenances including inlet, catch basin, junction box etc. from city records and observations by M2C;
- Rim elevation and flowline elevations of all lines entering and exiting drainage structure;
- Open channels and culverts with material and elevations if visible;
- Width and height of all box culverts as well as the entry and exit elevations ;
- Elevations, widths and locations of any headwalls, retaining walls, aprons or other objects within the limits of the survey.

Sanitary Sewer and Appurtenances:

- Size and material type of sewer line with flow direction from city records, locate service markings and observations by M2C;
- Size and type of manhole (brick, concrete, fiberglass, drop manhole, etc.);
- Rim elevation and flowline elevations of all lines entering and exiting manhole;
- Manhole access device, cleanout and other appurtenances.

Gas Mains:

- Size and type of appurtenances including meter, manhole, valve etc. from locate service markings, utility company records and observations by M2C.

Underground Telephone:

- Size and type appurtenances (manhole, telephone pole, guy wire, vault, etc.) from locate service marking, utility company records and observations by M2C.

Electric:

- Location, size and type appurtenances (manhole, vault, power pole, guy wire, overhead lines, etc.) from locate service marking, utility company records and observations by M2C.

Underground Fiber Optic:

- Location, size and type appurtenances (manhole, vault etc.) from locate service marking, utility company records and observations by M2C.

Field Sketch and Notes:

- Field sketches and notes depicting any special field information shall be furnished, if available.

TASK 3.3 – Right-of-Way Plans and Legal Descriptions

M2C will review right-of-way plans developed by the CONSULTANT. Up to three (3) rounds of comments are included.

M2C will develop ROW exhibits (legal description and sketch) for the property acquisitions and temporary construction easements. The effort includes up to three (3) reviews of the right-of-way plans.

ROW staking for appraisal and negotiation. Set temporary hubs on the proposed new ROW at the intersection of the sidelines of existing parcels.

Task 3 - Assumptions:

- Survey control will be established by MTC. Benchmarks (BM) or Control Points (CPs) shall be established at each end of the project with intermediate locations spaced about every 500 feet and at a sufficient distance outline the limits of construction so as not to be disturbed by construction activities. A minimum of two BMs or CPs are to be provided on each project with the northing, easting, elevation, and description;
- CITY will provide right of entry permits for the survey efforts;
- M2C will obtain Title Reports for use in developing the right-of-way base map;
- The topographic survey prepared by M2C for the CITY's facilities on 79th Avenue and Trails End Road will be provided to the design team for the FRONTAGE project efforts.
- Datums: Horizontal datum will be the Washington State Plane Coordinate System
 Vertical datum will be NGVD 29

Task 3 - Deliverables:

- Up to four (4) Title Reports (See **Figure 3**)
- Right-of-Way base map in AutoCAD format
- Topographic survey map in AutoCAD format with 3d surface of the project areas

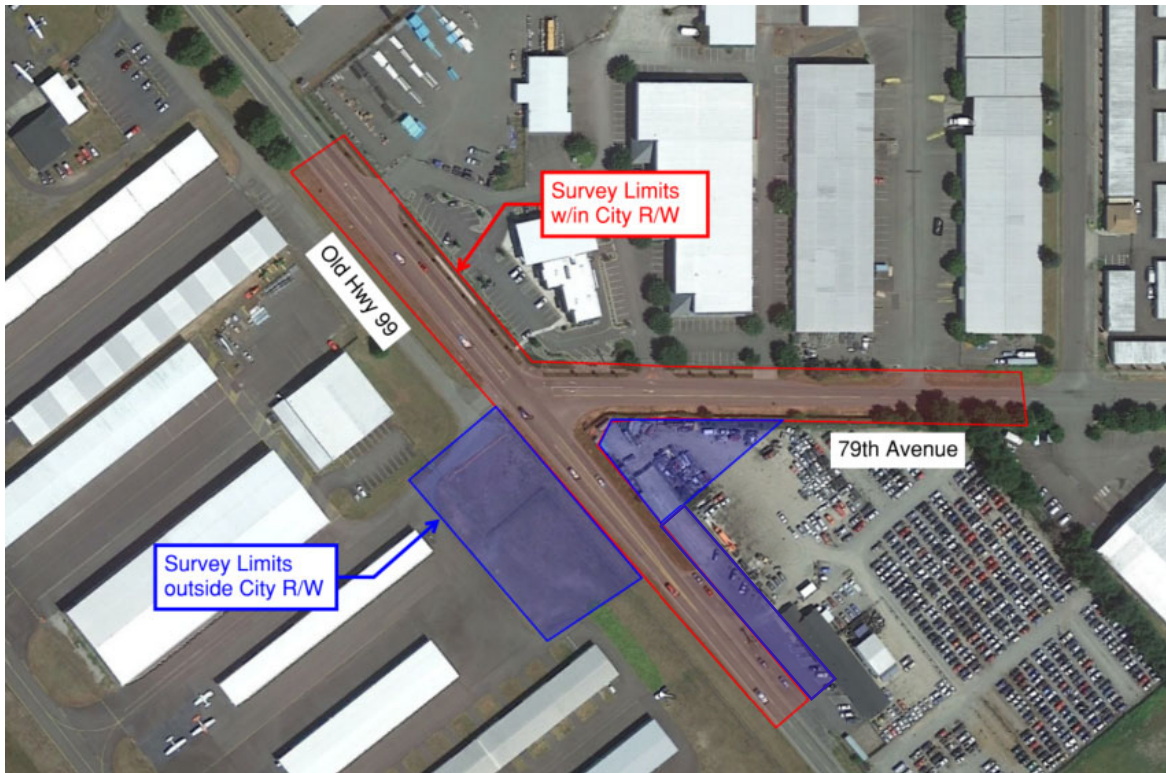


Figure 1 – RAB Project Survey Limits

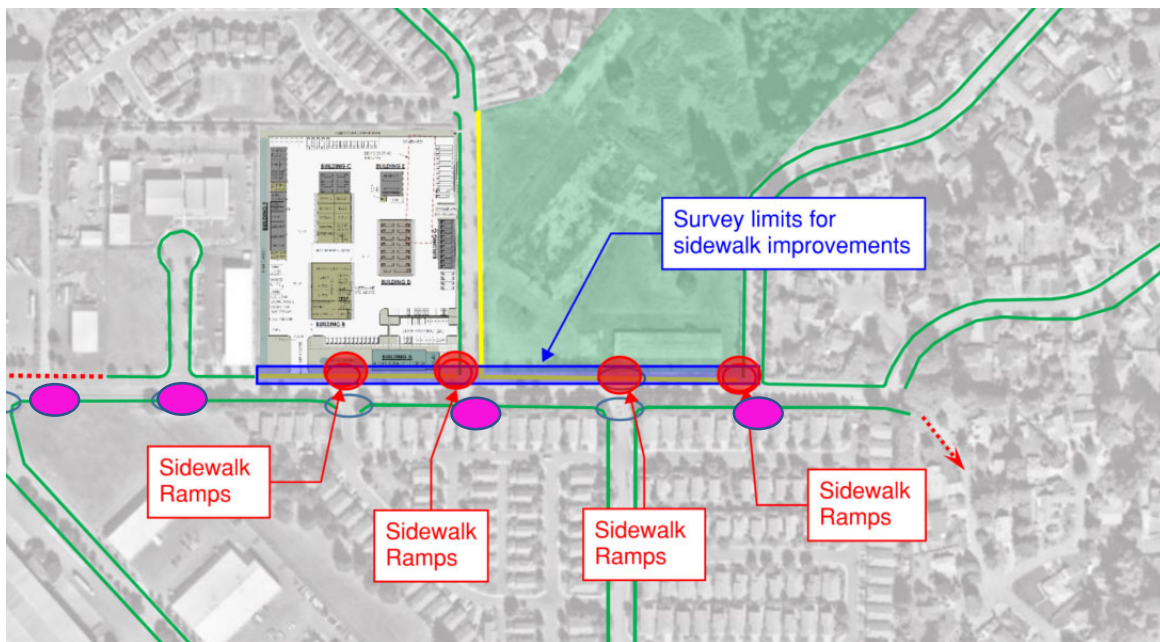


Figure 2 – FRONTAGE Project Survey Limits


 Add ADA ramps into review for compliance and upgrade if necessary



Figure 3 – Required Title Reports

Title Reports:

1. Parcel No. 38400000104 (Kaufman Real Estate LLC)
2. Parcel No. 12711410300 (Kaufman Real Estate LLC)
3. Parcel No. 31100002100 (PICK A PART INC)
4. Parcel No. 38400000200 (Port of Olympia)

TASK 4: GEOTECHNICAL INVESTIGATION AND REPORTING

CONSULTANT will retain Landau and Associates Inc. (LAI) to provide geotechnical engineering services in support of Project. LAI's efforts will include soil sampling and testing to determine information required for the stormwater design and collecting and testing soil samples located in areas of R/W acquisition. See **Figure 4** and **Figure 5**.

Geotechnical services for the RAB and FRONTAGE project sites are included in this task. One geotechnical report will be prepared to address the soil conditions at both project sites and used for the stormwater designs of the RAB and FRONTAGE projects.

CONSULTANT Services

HDR will review and provide comment on the Draft Technical Memorandum.

LAI Services

The following services will be provided by LAI.

Task 4.1 – Site Reconnaissance, Utility Locates

This subtask includes the following efforts:

- Gather and review available published geotechnical and geologic subsurface information.
- Visit the site to observe existing conditions and excavator access for field explorations.
- Notify the Utility Notification Center for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- Submit a traffic control plan for review by the CITY.
- Prepare a health and safety plan and QA/QC plan for review by CONSULTANT.
- Prepare subcontractor agreements for excavating, private utility-locating, and traffic control services. Coordinate fieldwork schedule with subcontractors.
- Determine need for mounding analysis following the City of Tumwater Design and Erosion Control Manual.

Task 4.2 – Geotechnical Field Explorations and Laboratory Testing

This efforts in this task cover both the RAB and FRONTAGE project sites. The project site locations are far enough apart that it is not feasible to use the same soil samples or monitoring wells for both project locations.

Field Explorations - RAB

Advance as many as 3 borings to depths of 20-25 ft below ground surface or practical refusal (rock, groundwater table, etc.). The borings will be located off the roadway shoulder/outside the edge of pavement. LAI will submit a sketch showing the proposed exploration locations for review prior to breaking ground.

Advance one (1) boring to a depth of 20-25 ft below ground surface or practical refusal (rock, groundwater table, etc.) in each parcel acquisition area planned for the RAB improvements. Soil samples from the borings will be tested for potential contamination.

Field Explorations - FRONTAGE

Advance as many as 3 borings to depths of 20-25 ft below ground surface or practical refusal (rock, groundwater table, etc.). The borings will be in the northwest corner of the City's future park facility at the north end of the project limits on Trails End Rd. LAI will

submit a sketch showing the proposed exploration locations for review prior to breaking ground.

An LAI geotechnical engineer or geologist will supervise the explorations, obtain soil samples, and prepare field logs of conditions encountered. Soil samples will be returned to LAI's laboratory for further classification and testing. Soil samples obtained from the explorations will be held for 90 days after submittal of the final report. After that date, the soil samples will be disposed of, unless arrangements are made to retain them.

Laboratory Testing - RAB

- Geotechnical laboratory testing will be completed to help determine pertinent engineering soil properties. Laboratory testing will include ten (20) index tests (combined grain-size distribution analyses) and ten (20) moisture content determinations.
- One PIT tests at the proposed infiltration pond location to determine infiltration rates will be in accordance with the City of Tumwater Drainage Design and Erosion Control Manual.
- One CBR test will be performed on a soil sample from the RAB site.
- Perform laboratory tests necessary to identify contamination within the right-of-way areas the CITY plans to acquire for the RAB project improvements. It is anticipated that soil samples from the Pick-n-Pull site and the Port of Olympia's airport property on the south side of Old Hwy 99 will need to be tested.

Laboratory Testing - FRONTAGE

- Geotechnical laboratory testing will be completed to help determine pertinent engineering soil properties. Laboratory testing will include three (3) index tests (combined grain-size distribution analyses) and three (3) moisture content determinations.
- One PIT tests at proposed infiltration pond location to determine infiltration rates will be in accordance with the City of Tumwater Drainage Design and Erosion Control Manual.

Task 4.3 – Groundwater Monitoring

This task includes efforts for groundwater monitoring at the project sites. The need for these services depends on results of initial evaluation of groundwater levels. If it is determined that groundwater monitoring at either site is required, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the appropriate subtask listed below.

Task 4.3.1 – RAB Project Site

- Install monitoring wells to determine seasonally high ground water elevation for the purpose of mounding water analysis and verify the pond bottom location maintains appropriate separation.

Task 4.3.2 – FRONTAGE Project Site

- Install monitoring wells to determine seasonally high ground water elevation for the purpose of mounding water analysis and verify the pond bottom location maintains appropriate separation.

Task 4.4 – Geotechnical Engineering Analysis and Reporting

This task includes efforts to analyze data obtained from the geologic review, field explorations, and laboratory testing program for the RAB and FRONTAGE project sites to assess the geotechnical feasibility of stormwater infiltration. Prepare a Geotechnical Report that includes:

- A site map showing the approximate locations of the explorations.
- Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions observed in the explorations and mapped geology.
- An evaluation of tests performed on right-of-way acquisition areas planned for the RAB project site.

Task 4 - Assumptions:

- Traffic control plans will be submitted to the CITY for review and approval prior to any work being performed.
- Traffic control plans, traffic control devices, and traffic control services will be provided by LAI and are assumed to consist of roadway shoulder and one day of flaggers.
- Right-of-way permits will be provided by the CITY at no cost to LAI.
- Test pits and/or borings can be completed on weekdays during daylight hours.
- Soil tests on right-of-way areas where transfers are planned at the FRONTAGE project site will not require testing for contamination.
- The Draft Geotechnical Report will be submitted with the 75% design submittal for CITY review.

Task 4 - Deliverables:

- Draft Geotechnical Report will be delivered electronically in pdf format.
- Final Geotechnical Report will be delivered electronically in pdf format.



Figure 4: Geotechnical Investigations – RAB



Figure 5: Geotechnical Investigations – FRONTAGE

TASK 5: CULTURAL RESOURCES ASSESSMENT

Based upon preliminary review of the Washington Information System for Architectural & Archaeological Records Data (WISAARD), the projects vicinities have a moderate risk for containing archaeological resources. The cultural resources assessment will include the following research and permitting efforts:

5.1 – Review Existing Information

CONSULTANT shall perform a desktop review of available cultural resources information identified within the RAB and FRONTAGE project areas and within a 1-mile buffer around the project areas within WISAARD. The research will include a review of existing cultural resources data and previously completed cultural resource surveys, as well as review of accessor data, online historic maps and aerial images, and tribal information that is publicly available. CONSULTANT will reach out to the Indian tribes who may have an interest in the project areas to ask if they have any information or concerns about the project areas that they would share. CONSULTANT assumes the Indian tribes will include the Confederated Tribes of the Chehalis Reservation, Cowlitz Indian Tribe, Nisqually Indian Tribe, and Squaxin Island Tribe. This outreach does not constitute formal government to government consultation.

The results of the desktop review will be summarized in a technical memorandum (see Task 5.4).

5.2 – Project Areas

CONSULTANT shall prepare an exhibit illustrating the project areas for use in consultation with the Department of Archaeological and Historical Preservation (DAHP), Indian tribes, and other agencies, as appropriate. The project areas shall include the maximum extent of proposed ground disturbance, inclusive of potential direct and indirect effects on resources located on parcels adjacent to the ground disturbing activity.

5.3 – Inadvertent Discovery Plans

CONSULTANT shall develop Inadvertent Discovery Plans (IDP) for the projects. The IDPs will outline the processes to follow in the event of an inadvertent discovery during construction. The IDPs will include the contact information for all parties to contact in the event of a discovery and will provide photographic attachments that illustrate various types of cultural resources. The IDPs will be provided under separate cover for use during construction.

5.4 – Cultural Resources Report

CONSULTANT shall prepare a cultural resources technical memorandum that summarizes the results of the desktop review and provides a recommendation of any further cultural resources work. Information regarding tribal outreach and any comments received will also be included. It is assumed that no buildings within the RAB or FRONTAGE project areas will require architectural history survey and no Historic Property Inventory forms will be necessary.

5.5 – Quality Assurance / Quality Control

QA/QC Reviews: CONSULTANT shall perform senior level review of all Task 5 deliverables and document the reviews according to the PROJECT QA/QC Plan.

Task 5 Assumption(s):

- CONSULTANT will assist the CITY with agency and tribal coordination.
- In the event that further cultural resources work is warranted (i.e., field survey or monitoring during construction), CONSULTANT will submit a scope of work and cost adjustment for those services.
- Project requires compliance with the State Environmental Policy Act (SEPA) and Revised Code of Washington (RCW).

Task 5 Deliverable(s):

- Project areas exhibits
- Cultural Resources Technical Memorandum
- Project-specific Inadvertent Discovery Plans

PRELIMINARY ENGINEERING (RAB)

TASK 6: ENVIRONMENTAL PERMITTING (RAB)

CONSULTANT will complete required environmental studies, then prepare environmental documentation, permit applications, and design documentation necessary for the CITY to obtain all environmental and construction permits.

Task 6.1: Critical Areas Desktop Assessment

CONSULTANT will review pertinent background information including the Soils Survey of Thurston County, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries to determine the likelihood that critical areas occur within the project corridor. Critical Areas may include aquatic critical areas (streams and wetlands) as well as Fish and Wildlife Habitat Species or Conservation Areas, Geologically Hazardous Areas, Flood Hazard Areas, and Critical Aquifer Recharge areas.

Task 6.2 Critical Areas Assessment

CONSULTANT will complete a field assessment to determine extents and categories/classifications of any critical areas. It is understood that the City will assess Mazama Pocket Gopher habitat within the project corridor, so this Critical Areas Study will not include a survey of Mazama Pocket Gopher habitat. The remainder of the project area will be evaluated in the field to verify presence or absence of critical areas.

Task 6.3 Habitat Protection Plan

CONSULTANT will prepare a draft and final Habitat Protection Plan, in accordance with Tumwater Municipal Code 16.32.090, addressing all protected habitats found to be within the project site.

Task 6.4 SEPA Checklist

CONSULTANT will prepare a draft and final SEPA Checklist and all supporting documentation for the Project and provide to the CITY for public notification.

Task 6.5 Permit Support

CONSULTANT shall support CITY in efforts to acquire project permits. This includes preparation of design documentation, applications for Feasibility Site Plan Review and Preliminary Site Plan Review, and permit applications for a Land Clearing Permit Application (subject to TMC 16.08.050). This includes up to 4 HDR Staff in attendance at each the Feasibility Site Plan Review meeting and the Preliminary Site Plan Review Meeting (up to 1.5 hours each) and preparation of meeting notes.

Task 6.6 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 6 - Assumptions:

- The CONSULTANT will lead all permitting efforts.
- CONSULTANT will not be required to provide Mazama Pocket Gopher habitat calculations and compensatory habitat area calculations.
- It is assumed that the roundabout improvements will be designed to stay within the previous project footprint defined by the CITY.
- Findings from desktop critical areas review and field assessment will be documented within the Habitat Protection Plan.

- The Project is exempt from 16.08.080.C

Task 6 - Deliverables:

- Draft and Final SEPA Checklist (PDF format).
- Draft and Final Habitat Protection Plan (PDF format).
- Draft and Final permitting support documentation (PDF format).
- Meeting notes from up to two Development Review Committee meetings (PDF format).

TASK 7: ENVIRONMENTAL SITE ASSESSMENT (RAB)

Task 7.1 Phase 1 Environmental Site Assessment

The Pick-N-Pull parcel and airport parcels on the south side of Old Hwy 99 have the potential for contamination based on past and/or present site uses. In areas where the CITY plans to acquire right-of-way for the RAB project, the CONSULTANT will evaluate the soil condition to confirm no contamination is present.

Task 7.2 – Site Soils Evaluation

Site Soils Evaluation - The CONSULTANT will evaluate results of soil sample testing on parcels where CITY acquisitions are anticipated. It is assumed that no contamination will be found. If contamination is encountered, the CONSULTANT will coordinate with the CITY project manager for an amendment to the scope of work to include additional efforts required to address the contamination.

Site Soil Assessment Technical Memo – CONSULTANT will summarize the soil sampling and testing activities and results in a Site Soil Assessment Technical Memo.

Task 7.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 7 - Assumptions:

- No contamination will be found.
- No additional analysis beyond the initial soils analysis will be required.

Task 7 - Deliverables:

- Site Soils Assessment Technical Memo (PDF format)

TASK 8: PRELIMINARY DESIGN (RAB)

Task 8.1 – Sensitivity Analysis

The design team will evaluate the results of the operational analysis conducted as part of the CITY's Old Hwy 99 Corridor Study to determine the appropriate opening year, or interim, configuration for the roundabout.

The sensitivity analysis will evaluate the anticipated year the corridor and intersection traffic will exceed the capacity of a single lane roundabout and document the recommended opening year configuration and design approach for future expansion of the roundabout, if needed.

Available traffic volumes and volume projection data from the Old Hwy 99 corridor study will be used to evaluate the interim and ultimate configurations of the roundabout.

Sensitivity Analysis Memo – a memo will be developed to document the review of the operational results, evaluation of a single lane roundabout operations, and recommendations for the intersection design.

Bike Lanes shall be provided along the corridor consistent with the corridor recommendations.

Roundabout shall have a 3' buffer strip (not including the curb) and 10' shared use path.

Sidewalks will be provided on both sides of Old Hwy 99 and in all four quadrants of the roundabout. Sidewalks will accommodate pedestrians and bicycle off ramps.

Task 8.2 – Roadway/Roundabout Design

Ultimate Roundabout Configuration - CONSULTANT shall develop the ultimate roundabout configuration to match into the CITY's planned corridor roadway section. The design vehicle for the ultimate configuration roundabout shall be a WB-67. The roundabout shall be designed such that the geometry allows for a WB-50 vehicle to maneuver through the roundabout without tracking onto the truck apron.

Interim Roundabout Configuration - CONSULTANT shall develop the interim roundabout configuration based on recommendations and outcomes of the sensitivity analysis. The interim roundabout configuration, if needed, will be designed to widen to the outside or the inside in the future, as recommended by the sensitivity analysis. The design vehicle for the interim roundabout configuration shall be a WB-67. The roundabout shall be designed such that the geometry allows for a WB-50 vehicle to maneuver through the roundabout without tracking onto the truck apron.

Performance Checks - CONSULTANT shall develop exhibits for the interim and ultimate configurations showing the following roundabout design elements:

- Speed Curve Exhibits (identifying speeds for R1 through R5 curves)
- Sight Distance Exhibits (identifying stopping and intersection sight distance)
- Truck Turning Movement Exhibits for intersection and driveway access movements.

Roundabout performance check calculations and accompanying figures for the interim and ultimate configurations will be prepared to document design speeds, vehicle turning templates, and sight triangles at the intersection. The roundabout performance checks will be submitted in PDF and AutoCAD format.

Horizontal alignments – alignments for Old Hwy 99 and 79th Avenue will extend approximately 500 feet down each approach. Alignments will be developed for roadway centerlines, truck apron curb lines, and the curb line quadrant alignments for each roundabout. Project survey control points will be tied to the project horizontal alignments.

Vertical alignments – Existing and finished grade profiles will be developed for the centerline, truck apron, and curb line quadrant alignments.

Preliminary Grading - Establishing the curb line quadrant profiles will include development of an auxiliary 3D model that assumes a normal crown throughout the roundabout and does not represent final grading. Centerline superelevation calculations and cross slope grade transitions will be necessary to determine vertical elevations for each quadrant profile. Final curb line quadrant profiles will be developed using profiles cut from the auxiliary 3D model.

Task 8.3 – Stormwater Design

Stormwater Design - The CONSULTANT will conduct a preliminary drainage analysis of the project site. The CONSULTANT will evaluate the use of retrofitting existing CITY facilities, new infiltration galleries, low impact development best management practices or any other potential new stormwater treatment facilities within the project limits.

Draft Stormwater Report - The CONSULTANT will utilize the requirements set forth in the July 2022 Drainage Design and Erosion Control Manual for Tumwater (DDECM). All eleven (11) minimum requirements will be addressed as part of this task.

- CONSULTANT shall use the ultimate configuration for stormwater calculations and facility sizing.
- CONSULTANT shall prepare a DRAFT Drainage Report following the outline provided in Volume I of the DDECM. The DRAFT Report will be approximately 20-30 pages in length. The DRAFT Report will include graphics which document analysis and assumptions.
- CONSULTANT shall evaluate ALL eleven (11) minimum requirements of the DDECM.
- The CONSULTANT shall use the Western Washington Hydraulic Model (WWHM) for preliminary sizing of both the water quality and flow control facilities.
- No conveyance analysis is required for the DRAFT Drainage Report.

Task 8.4 – Sanitary Sewer Design

Sanitary Sewer Design – CONSULTANT will design sanitary sewer improvements to extend the CITY's existing facilities on Old Hwy 99 to the eastern limits of the project. The design will include the up to four (4) side sewer laterals that will be stubbed at the right-of-way line for future connection.

Task 8.5 – Illumination Design

This task includes efforts for developing the illumination design, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the work listed below.

Illumination Design File Setup – CONSULTANT will develop a base map for use in the AGI32 street lighting file and import the design line work into the file. Existing street lighting will be built into the AGI32 lighting file. CONSULTANT will verify lamp depreciation values for the AGI32 design parameters.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring.

Preliminary Illumination Layout – A preliminary illumination layout will be developed as part of the preliminary roadway/roundabout geometric review/evaluation. Luminaire height and lighting levels will take into consideration height limits required by the Airport. CONSULTANT will evaluate the airport's TERPS surface to verify that 7460 Permits will not be required for construction of the streetlights at the intersection.

Task 8.6 – Landscaping Design

Roadway Landscaping – CONSULTANT will coordinate with CITY staff to identify preferred plants and trees for the roadway landscaping areas. CONSULTANT will develop a planting layout for the roadside landscaping based on feedback received from CITY staff.

Central Island Landscaping – CONSULTANT will coordinate with CITY staff to identify the CITY's expectations for the central island landscaping design. CONSULTANT will develop up to three (3) concept sketches for the central island landscaping design for CITY review and comment. CONSULTANT will advance the concept that the CITY selects for the project.

Irrigation System Design – The irrigation design will consist of developing high-level schematic construction documents identifying the landscaping areas that require irrigation. The design performance specification that will control the design/build effort for the installation of the irrigation system.

Task 8.7 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 8 - Assumptions:

- Existing traffic data will be provided by the CITY and used for the pavement analysis.
- The CITY will provide existing Drainage Report prepared for adjacent parcels or intersections as available.
- The CITY will provide one set of conflict resolved comments for the DRAFT Drainage Report
- CITY will provide CONSULTANT illumination design standards and luminaire dirt and lamp lumen depreciation.
- Illumination design will be developed prior to utility potholing being completed.

Task 8 - Deliverables:

- FINAL Roundabout Performance Check Calculations and Figures (pdf & AutoCAD).
- DRAFT Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 lighting analysis results

TASK 9: UTILITY COORDINATION (RAB)

CONSULTANT will coordinate with CITY staff to develop a utility contact list for use in the utility coordination efforts for the relocation of existing utilities associated with the roadway reconstruction. The CONSULTANT will correspond with representatives of the water, sewer, gas, telephone, cable, and power to coordinate the planning and design of utility relocation efforts. The CONSULTANT will provide coordination with the CITY, public and private utility owners concerning the relocation of the existing utilities.

Task 9.1 – Review/Confirmation of Existing Information

Preliminary Utility Coordination - CONSULTANT will review existing utilities and potential conflict locations throughout the project area. The CONSULTANT will coordinate with the CITY and utility agencies to help develop utility relocation plans as necessary to implement the proposed improvements.

Preliminary Utility Base Map – A preliminary base map showing all existing utilities within the project limits will be provided to each utility company representative for their review of the base map's accuracy. The CONSULTANT will work with various utility owners to develop utility relocation strategies and prepare preliminary utility plans.

Private Utility Potholing – CONSULTANT will provide utility owners the proposed improvements and identify potential utility conflict after approval of the 30% design and project footprint and request utility owners to pothole those locations. Proposed utilities will include the fiber optic facilities required for the CITY's facility located on Trails End Drive. CONSULTANT shall possess all public and private pothole and will incorporate pothole data into the 75% and later design.

Task 9.2 – Conflict Resolution

Conflict Assessment Log – After the proposed underground utilities and illumination system have been designed to a 75% level, the CONSULTANT will evaluate utility conflicts to confirm there are no alternatives that avoid the conflict and document the conflict assessments data in a log.

Conflict Assessment Map – CONSULTANT will develop a conflict assessment map containing information associated with each conflict identified with the 75% design. The conflict assessment map will be provided to each utility company representative for use in utility coordination efforts.

Utility Relocation Coordination – Meetings will be conducted at the 30%, 75% and Draft Final design milestones with private utility companies to coordinate the CITY and private utility designs. CONSULTANT will coordinate with utility company representative to develop project plans and specifications that meet the requirements of the CITY's franchise agreements with private utility companies. CONSULTANT will incorporate private utility company relocation plans in an appendix of the Project Manual.

Task 9.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 9 - Assumptions:

- The CITY will provide a list of contact names for each utility located within the project limits.
- It is assumed that undergrounding of overhead utilities into a joint utility trench will be required for the RAB project site.

- Coordination with PSE to determine the limits of the undergrounding work will be completed prior to identifying the final Right-of-Way need for the project.

Task 9 - Deliverables:

- Preliminary Utility Base Map (PDF format)
- Conflict Assessment Map (PDF format)
- Conflict Assessment Log (Excel & PDF format)

TASK 10: REAL ESTATE SERVICES SUPPORT (RAB)

This task includes efforts to support the CITY with right of way acquisition efforts associated with the RAB project at the intersection of Old Hwy 99 and 79th Avenue. The Project Management Team meetings identified in Task 1 will be used to coordinate efforts related to the R/W task.

Task 10.1 – Right-of-Way Meetings

The CONSULTANT shall attend up to 6 meetings with the CITY and impacted property owners to discuss the project.

Task 10.2 – Acquisition and Negotiation Support

CONSULTANT will coordinate with the CITY to identify and develop exhibits and base maps needed for use in the CITY's right-of-way negotiation efforts.

Task 10.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 10 - Assumptions:

- It is assumed a relocation plan may be required for impacted areas on the Pick-n-Pull parcel where the property owner is currently using the space for storage of items. Submit one (1) draft of the Relocation Plan to the CITY. CITY will review and approve the Relocation Plan prepared by CONSULTANT within ten (10) working days.

Task 10 - Deliverables:

- Up to 10 Right-of-Way Exhibits or sketches will be needed for negotiation with impacted property owners.

TASK 11: FINAL DESIGN (RAB)

CONSULTANT will advance the RAB project design to a 75% level after the 30% design submittal and finalize the design details between the 75% and Draft Final submittals.

Task 11.1 – Roadway/Roundabout Design

Horizontal alignments – alignments for Old Hwy 99 and 79th Avenue will be revised to address comments received on the 75% design submittal.

Vertical alignments – Finished grade profiles will be revised to address comments received on the 75% design submittal.

Final Grading – CONSULTANT will perform centerline superelevation calculations and cross slope grade transitions will be determined for each quadrant profile. The finished grade of the approaches and circulating roadway will be updated to address comments received on the 75% design submittal.

ADA Ramp Design - CONSULTANT will develop design details for each ADA ramp being constructed with the project improvements.

Task 11.2 – Stormwater Design

Stormwater Design - The CONSULTANT will complete the final design of the stormwater conveyance and treatment facilities for the RAB project site. The final design will address design comments received on the Draft Stormwater Report.

Final Stormwater Report - The CONSULTANT will address comments received on the Draft Stormwater Report and finalize the stormwater report for CITY approval.

Task 11.3 – Sanitary Sewer Design

Sanitary Sewer Design – CONSULTANT will update the sanitary sewer design to address comments received on the 75% design submittal. Sanitary sewer details for the project will be developed as part of this task.

Task 11.4 – Illumination Design

Line Loss Calculations and Wiring – CONSULTANT will update the line loss calculations to reflect any revisions made to the preliminary illumination layout.

Puget Sound Energy Service Permit – CONSULTANT will coordinate with Puget Sound Energy (PSE) for preparation and submittal of PSE's new service application.

Task 11.5 – Landscaping Design

Roadway Landscaping – CONSULTANT will revise the preliminary roadway landscaping plan to address comments received on the 75% design submittal.

Central Island Landscaping – CONSULTANT will revise the central island landscaping plan to address comments received on the 75% design submittal.

Irrigation System Design – The irrigation system will be design/build bid item. A performance specification will be provided to the Contractor. CITY will provide preferred language for standard materials and equipment. Irrigation plans will identify areas of irrigation required with information tying the irrigation plans to the performance specification.

Task 11.6 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. Reviews will follow the QA/QC plan established for this project.

Task 11 - Assumptions:

- After the 75% design comments have been addressed there will be no significant revisions to the design.

Task 11 - Deliverables:

- FINAL Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 and line loss calculations

PRELIMINARY ENGINEERING (FRONTAGE)

TASK 12: ENVIRONMENTAL PERMITTING (FRONTAGE)

CONSULTANT will complete required environmental studies, then prepare environmental documentation, permit applications, and design documentation necessary for the CITY to obtain all environmental and construction permits related to the CITY's site development project on 79th Avenue and Trails End Drive.

Task 12.1: Critical Areas Desktop Assessment

CONSULTANT will review pertinent background information including the Soils Survey of Thurston County, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries to determine the likelihood that critical areas occur within the project corridor. Critical Areas may include aquatic critical areas (streams and wetlands) as well as Fish and Wildlife Habitat Species or Conservation Areas, Geologically Hazardous Areas, Flood Hazard Areas, and Critical Aquifer Recharge areas.

Task 12.2 Critical Areas Assessment

CONSULTANT will complete a field assessment to determine extents and categories/classifications of any critical areas. It is understood that the City will assess Mazama Pocket Gopher habitat within the project corridor, so this Critical Areas Study will not include a survey of Mazama Pocket Gopher habitat. The remainder of the project area will be evaluated in the field to verify presence or absence of critical areas.

Task 12.3 Habitat Protection Plan

CONSULTANT will prepare a draft and final Habitat Protection Plan, in accordance with Tumwater Municipal Code 16.32.090, addressing all protected habitats found to be within the project site.

Task 12.4 Critical Areas Calculations

The CITY identified a potential project footprint for initial permitting and mitigation calculation purposes. If the Frontage project improvements do not fit within the previously defined area for Mazama Pocket Gopher Habitat calculations, CONSULTANT will prepare updated calculations for the project under this subtask.

Task 12.5 – Site Soils Evaluation

Site Soils Evaluation - The CONSULTANT will evaluate results of soil sample testing on parcels where CITY acquisitions are anticipated. It is assumed that no contamination will be found. If contamination is encountered, the CONSULTANT will coordinate with the CITY project manager for an amendment to the scope of work to include additional efforts required to address the contamination.

Site Soil Assessment Technical Memo – CONSULTANT will summarize the soil sampling and testing activities and results in a Site Soil Assessment Technical Memo.

Task 12.6 SEPA Checklist

CONSULTANT will prepare a draft and final SEPA Checklist and all supporting documentation for the Project and provide to the City for public notification.

Task 12.7 Permit Support

CONSULTANT will complete applications for Feasibility Site Plan Review and Preliminary Site Plan Review and participate in up to two Development Review Committee Meetings.

Task 12.9 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 12 - Assumptions:

- The CONSULTANT will lead all permitting efforts.
- CONSULTANT will not be required to provide Mazama Pocket Gopher habitat calculations and compensatory habitat area calculations as this has been completed by the CITY. If updates to the previous calculations are required, the CITY will provide NTP for subtask 13.4 for those efforts.
- Findings from desktop critical areas review and field assessment will be documented within the Habitat Protection Plan.

Task 12 - Deliverables:

- Draft and Final SEPA Checklist (PDF format).
- Draft and Final Habitat Protection Plan (PDF format).
- Draft and Final permitting support documentation (PDF format).
- Meeting notes from up to two Development Review Committee meetings (PDF format).
- Site Soils Assessment Technical Memo (PDF format).

TASK 13: PRELIMINARY DESIGN (FRONTAGE)

Task 13.1 – Roadway Design

The roadway frontage on 79th Avenue and Trails End Road will be designed to meet current CITY guidelines and the typical roadway sections designated for these roadways. The frontage roadway design will include widening to accommodate the full width section required by the CITY's guidelines.

Horizontal Layout/Alignments – existing roadway crown will be used to establish the construction centerline alignment for 79th Avenue and Trails End Road. Roadway striping, curb lines, and sidewalk will be included in the frontage design horizontal layout.

Vertical Alignments – Existing and finished grade profiles will be developed for the existing roadway centerline and the proposed flowlines along 79th Avenue and Trails End Road.

Preliminary Grading - Curb return tables will be provided for each curb return identifying the elevations and grades of each return.

Task 13.2 – Stormwater Design

Stormwater Design - The CONSULTANT will conduct a preliminary drainage analysis of the project site area and drainage basin. The CONSULTANT will evaluate the use of new infiltration facilities on the CITY's parcel as shown in **Figure 5**.

CONSULTANT will develop the stormwater design to accommodate runoff from the future parking lot planned for the CITY parcel adjacent to Trails End Road as shown in **Figure 5**. The FRONTAGE project will not include design of the CITY's on-site parking lot, but it will include coordination with CITY designers to verify the feasibility of the future connection of on-site facilities.

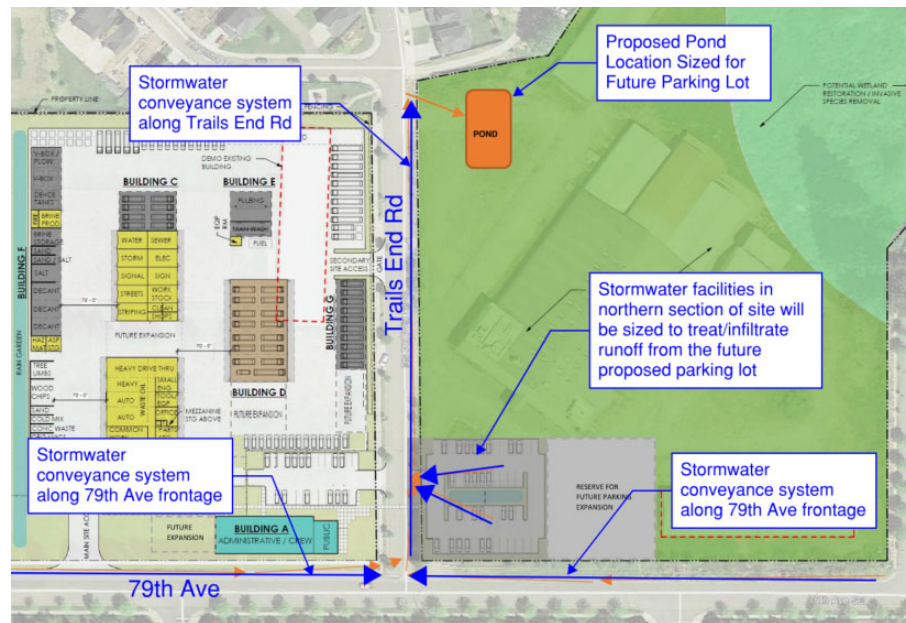


Figure 5 – FRONTAGE Project Stormwater Design Overview

Draft Stormwater Report - The CONSULTANT will utilize the requirements set forth in the July 2022 Drainage Design and Erosion Control Manual for Tumwater (DDECM). All eleven (11) minimum requirements will be addressed as part of this task.

- CONSULTANT shall use the ultimate configuration for stormwater calculations and facility sizing.
- CONSULTANT shall prepare a DRAFT Drainage Report following the outline provided in Volume I of the DDECM. The DRAFT Report will include graphics which document analysis and assumptions.
- CONSULTANT shall evaluate ALL eleven (11) minimum requirements of the DDECM.
- The CONSULTANT shall use the Western Washington Hydraulic Model (WWHM) for preliminary sizing of both the water quality and flow control facilities.
- No conveyance analysis is required for the DRAFT Drainage Report.

Task 13.3 – Water Design

Water Service Stub-out for Site Development for Both Parcels – CONSULTANT will coordinate with CITY staff to identify locations of future on-site utility sizing and location.

Task 13.4 – Illumination Design

This task includes efforts for developing the illumination design, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the work listed below.

Illumination Design File Setup – CONSULTANT will develop a base map for use in the AGI32 street lighting file and import the design line work for the FRONTAGE project into the file. Existing street lighting will be built into the AGI32 lighting file.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring.

Preliminary Illumination Layout – A preliminary illumination layout will be developed as part of the preliminary roadway/roundabout geometric review/evaluation.

Task 13.5 – Landscaping Design

Roadway Landscaping – CONSULTANT will coordinate with CITY staff to identify preferred plants and trees for the roadway landscaping areas. CONSULTANT will develop a planting layout for the roadside landscaping based on feedback received from CITY staff.

Irrigation System Design – The irrigation design will consist of developing high-level schematic construction documents identifying the landscaping areas that require irrigation. The design performance specification that will control the design/build effort for the installation of the irrigation system.

Task 13.6 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 13 - Assumptions:

- Traffic volumes provided by the CITY will be used for the traffic loading calculations.
- The CITY will provide existing Drainage Report prepared for adjacent parcels or intersections as available.
- The CITY will provide one set of conflict resolved comments for the DRAFT Drainage Report
- CONSULTANT will use CITY illumination standards provided for the project.

Task 13 - Deliverables:

- DRAFT Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 results and line loss calculations

TASK 14: UTILITY COORDINATION (FRONTAGE)

CONSULTANT will coordinate with CITY staff to develop a utility contact list for use in the utility coordination efforts for the relocation of existing utilities associated with the roadway reconstruction and installation of fiber optic facilities for the CITY's future facility on Trails End Drive. The CONSULTANT will correspond with representatives of the water, sewer, gas, telephone, cable, and power to coordinate the planning and design of utility relocation efforts. The CONSULTANT will provide coordination with the CITY, public and private utility owners concerning the relocation of the existing utilities.

Task 14.1 – Review/Confirmation of Existing Information

Preliminary Utility Coordination - CONSULTANT will review existing utilities and potential conflict locations throughout the project area. The CONSULTANT will coordinate with the CITY and utility agencies to help develop utility relocation plans as necessary to implement the proposed improvements.

Preliminary Utility Base Map – A preliminary base map showing all existing utilities within the project limits will be provided to each utility company representative for their review of the base map's accuracy. The CONSULTANT will work with various utility owners to develop utility relocation strategies and prepare preliminary utility plans.

Private Utility Potholing – CONSULTANT will provide utility owners the proposed improvements and identify potential utility conflict and request utility owners to pothole those locations. CONSULTANT will incorporate pothole data into the design.

Task 14.2 – Conflict Resolution

Conflict Assessment Log – After the proposed underground utilities and illumination system have been designed to a 75% level, the CONSULTANT will evaluate utility conflicts to confirm there are no alternatives that avoid the conflict and document the conflict assessments data in a log.

Conflict Assessment Map – CONSULTANT will develop a conflict assessment map containing information associated with each conflict identified with the 75% design. The conflict assessment map will be provided to each utility company representative for use in utility coordination efforts.

Utility Relocation Coordination – CONSULTANT will coordinate with utility company representative to develop project plans and specifications that meet the requirements of the CITY's franchise agreements with private utility companies. CONSULTANT will incorporate private utility company relocation plans in an appendix of the Project Manual.

Task 14.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 14 - Assumptions:

- CITY will provide a list of contact names for utility located within the project limits.
- It is assumed that undergrounding of overhead utilities into a joint utility trench will be required for the FRONTAGE project site.

Task 14 - Deliverables:

- Preliminary Utility Base Map (PDF format)
- Conflict Assessment Map (PDF format)
- Conflict Assessment Log (Excel & PDF format)

TASK 15: FINAL DESIGN (FRONTAGE)

CONSULTANT will advance the FRONTAGE project design to a 75% level after the 30% design submittal and finalize the design details between the 75% and Draft Final design submittals.

Task 15.1 – Roadway Design

The roadway frontage on 79th Avenue and Trails End Road will be designed to meet current CITY guidelines. The frontage roadway design will include widening to accommodate the full width section required by the CITY's guidelines.

Horizontal Layout/Alignments – existing roadway crown will be used to establish the construction centerline alignment for 79th Avenue and Trails End Road. Roadway striping, curb lines, and sidewalk will be included in the frontage design horizontal layout.

Vertical Alignments – Existing and finished grade profiles will be developed for the ex. roadway centerline and the proposed flowlines along 79th Avenue and Trails End Road.

Final Grading - Curb return tables will be provided for each curb return identifying the elevations and grades of each return.

ADA Ramp Design - CONSULTANT will develop design details for each ADA ramp being constructed with the project improvements.

Task 15.2 – Stormwater Design

Stormwater Design - The CONSULTANT will address comments received on the 30% design submittal and update/finalize the stormwater conveyance, treatment and storage design and details between the 75% and Draft Final design submittals.

Final Stormwater Report - The CONSULTANT will address comments received on the Draft Stormwater Report and develop the Final Stormwater Report.

Task 15.3 – Water Design

Water Service Stub-out for Site Development for Both Parcels – CONSULTANT will coordinate with CITY staff to finalize the size and location of future on-site utilities.

Task 15.4 – Illumination Design

This task includes efforts for developing the illumination design, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the work listed below.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring.

Final Illumination Layout – A preliminary illumination layout will be developed as part of the preliminary roadway/roundabout geometric review/evaluation.

Task 15.5 – Landscaping Design

Roadway Landscaping – CONSULTANT will coordinate with CITY staff to identify preferred plants/trees for the roadway landscaping. CONSULTANT will develop a planting layout for roadside landscaping based on feedback received from CITY staff.

Irrigation System Design – The irrigation design will consist of developing high-level schematic construction documents identifying the landscaping areas that require irrigation. The design performance specification that will control the design/build effort for the installation of the irrigation system.

Task 15.6 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. Reviews will follow the QA/QC plan established for this project.

Task 15 - Assumptions:

- After comments from the 30% design review have been addressed there will be no significant revisions to the design.
- CONSULTANT will use the illumination design standards provided by the CITY for the project.

Task 15 - Deliverables:

- FINAL Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 results and line loss calculations

PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)

TASK 16: 30% DESIGN DOCUMENTATION (RAB)

The 30% design documentation effort will consist of roll plots of the plan and profile views of the project, a design summary memorandum, and a preliminary opinion of probable construction costs.

Task 16.1 – 30% Plans

The following roll plots will be provided with the 30% submittal:

Plan View Roll Plot – (1 sheet)

The roll plot will be at a scale where the entire project can be shown on the same sheet.

Profile View Roll Plot – (1 sheet)

The roll plot will include vertical profiles for the centerline and RAB quadrant alignments.

Task 16.2 – 30% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop a preliminary opinion of probable construction costs based on the 30% design. Quantities will be documented and tracked for QC review.

Task 16.3 – 30% Design Documentation Meeting

CONSULTANT will prepare for and facilitate a design documentation meeting with CITY staff to define the project design parameters and footprint. The basic horizontal and vertical geometry will be approved at this meeting allowing the design team to advance the preliminary design.

Task 16.4 – 30% Design Documentation Memo

CONSULTANT will prepare a design documentation memorandum that records decisions made during the 30% design documentation meeting. This document will serve as the basis of design for the project.

Task 16.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 16. The reviews will follow the QA/QC plan established for this project.

Task 16 - Assumptions:

- Roll Plots will be submitted in PDF and AutoCAD format.
- City will provide a list of bid items with special provisions that the CITY uses in their construction documents.
- OPCC will be provided in CITY preferred format with bid items in order of the WSDOT specification number.

Task 16 - Deliverables:

- 30% Roll Plots(s)
- 30% Design Documentation Memo
- 30% OPCC

TASK 17: 75% PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

The 75% design submittal will consist of construction plans developed based on the 30% design review meeting, a draft of the project special provisions, and a 75% opinion of probable construction costs.

Task 17.1 – 30% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 30% comment resolution process.

Task 17.2 – 75% Plans

The following plans will be included with the 75% design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be developed for the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be developed for the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be developed for the 75% design submittal.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be developed for the 75% design submittal.

Demolition Plans – (4 sheets)

Demolition plan sheets will be developed for the 75% design submittal.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will be developed for the 75% design submittal.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be developed for the 75% design submittal.

Roundabout Quadrant Profiles – (4 sheets)

Roundabout Quadrant Profiles will be developed for the 75% design submittal.

Roadway Details – (2 sheets)

Roadway detail sheets will be developed for the 75% design submittal.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be developed for the 75% design submittal. Plans will identify the type, size, and location of all proposed stormwater treatment facilities.

Sanitary Sewer Plans – (4 sheets)

Sanitary sewer plans will be developed for the 75% submittal. Plans will include plan and profile information for the sanitary sewer main in Old Hwy 99 and alignment and profiles for up to four (4) side laterals.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans will identify the location of the joint utility trench and any service trenches requires for private service conversions. CONSULTANT will coordinate with the utility company contacts to obtain private utility company relocation plans, costs and information required to develop the project specifications.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans will be developed for the 75% design submittal.

Illumination Plans – (6 sheets)

Illumination plans will be developed for the 75% design submittal. The plans will include station and offsets of all proposed streetlights and identify the location of proposed power sources. The 75% illumination plans will include luminaire and wiring schedules and standard details for streetlight construction.

Landscaping Plans – (6 sheets)

Landscaping plans and planting details will be developed for the 75% design submittal. Landscaping plans will identify type, size, and location of proposed plants and trees along the roadways and within the central island. The landscaping plans will include details for the central island landscaping features.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be developed for the 75% submittal for each stage of work based on the 75% design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 17.3 – 75% Specifications

CONSULTANT will develop the 75% project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 30% submittal will be addressed with this submittal.

Task 17.4 – 75% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the 75% design. Comments received on the 30% submittal will be addressed in the 75% OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 17.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this task. The reviews will follow the QA/QC plan established for this project.

Task 17 - Assumptions:

- Plans will be submitted in PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 17 - Deliverables:

- 75% Plans
- 75% Specifications
- 75% OPCC

TASK 18: DRAFT FINAL PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

The Draft Final design submittal will consist of draft final construction plans and project specifications updated from the 75% submittal, and a 75% opinion of probable construction costs.

Task 18.1 – 75% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 75% comment resolution process.

Task 18.2 – Draft Final Plans

The following plans will be included with the Draft Final design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be updated to address comments received on the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be updated to address comments received on the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be updated to address comments received on the 75% design submittal.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be updated to address comments received on the 75% design submittal.

Demolition Plans – (4 sheets)

Demolition plan sheets will be updated to address comments received on the 75% design submittal.

Typical Roadway Sections – (3 sheets)

Roadway typical sections will be updated to address comments received on the 75% design submittal.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be updated to address comments received on the 75% design submittal.

Roundabout Quadrant Profiles – (4 sheets)

Roundabout Quadrant Profiles will be updated to address comments received on the 75% design submittal.

Roadway Details – (2 sheets)

Roadway detail sheets will be updated to address comments received on the 75% design submittal.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be updated to address comments received on the 75% design submittal.

Sanitary Sewer Plans – (6 sheets)

Sanitary Sewer plans and details will be updated to address comments received on the 75% design submittal.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans and details will be updated to address comments received on the 75% design submittal.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans and detail sheets will be updated to address comments received on the 75% design submittal.

Illumination Plans – (6 sheets)

Illumination plans will be updated to address comments received on the 75% channelization plans.

Landscaping Plans – (6 sheets)

Landscaping plans and detail sheets will be updated to address comments received on the 75% design submittal.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be updated for the 75% submittal for each stage of work based on the final design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 18.3 – Draft Final Specifications

CONSULTANT will develop the Draft Final project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 75% submittal will be addressed with this submittal.

Task 18.4 – Draft Final Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the final design. Comments received on the 75% submittal will be addressed in the Draft Final OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 18.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 18. The reviews will follow the QA/QC plan established for this project.

Task 18 - Assumptions:

- Plans will be submitted in AutoCAD and PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in City preferred format (ordered by WSDOT spec no.)

Task 18 - Deliverables:

- Draft Final Plans
- Draft Final Specifications
- Draft Final OPCC

TASK 19: Advertisement and Bidding Support (RAB)

This task includes efforts to address comments on the Draft Final design submittal, support the CITY with compiling the Project Manual for advertisement and bidding, and responding to questions during bidding.

Task 19.1 – Final PS&E Revisions

CONSULTANT will address CITY comments on the Draft Final design submittal and incorporate revisions into the contract documents.

Task 19.2 – Bidding Support

CONSULTANT will provide up to 16 hours responding to bidder questions. Efforts include documenting the questions and responses for publishing in an addendum.

Task 19.3 – Addendum

CONSULTANT will develop up to two (2) addenda to respond to bidder questions. CONSULTANT will coordinate with CITY project manager for issuing the addendum.

Task 19.4 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 19. The reviews will follow the QA/QC plan established for this project.

Task 19 - Assumptions:

- CITY will compile the Project Manual and bidding documents.
- CITY will coordinate uploading of bidding documents to the CITY's preferred planhold site.

Task 19 - Deliverables:

- Final Plans, Specifications and OPCC
- Responses to bidder questions provided to CITY via email
- Two (2) Addenda in PDF format

TASK 20: Design Support During Construction (RAB)

The CONSULTANT will provide design assistance during the construction phase for this project. This work will include answering of Requests for Information (RFI), reviews of submittals, and other tasks request by the CITY. An estimated level of effort is included in the budget for this task.

PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)

TASK 21: 30% DESIGN DOCUMENTATION (FRONTAGE)

The 30% design documentation effort will consist of roll plots of the plan and profile views of the project, a design summary memorandum, and a preliminary opinion of probable construction costs.

Task 21.1 – 30% Plans

The following roll plots will be provided with the 30% submittal:

Plan View Roll Plot – (1 sheet)

The roll plot will be at a scale where the entire project can be shown on the same sheet.

Profile View Roll Plot – (1 sheet)

The roll plot will include vertical profiles for the centerline and new flowline alignments.

Task 21.2 – 30% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop a preliminary opinion of probable construction costs based on the 30% design. Quantities will be documented and tracked for QC review.

Task 21.3 – 30% Design Documentation Meeting

CONSULTANT will prepare for and facilitate a design documentation meeting with CITY staff to define the project design parameters and footprint. The basic horizontal and vertical geometry will be approved at this meeting allowing the design team to advance the preliminary design.

Task 21.4 – 30% Design Documentation Memo

CONSULTANT will prepare a design documentation memorandum that records decisions made during the 30% design documentation meeting. This document will serve as the basis of design for the project.

Task 21.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 21. The reviews will follow the QA/QC plan established for this project.

Task 21 - Assumptions:

- Roll Plots will be submitted in PDF and AutoCAD format.
- City will provide a list of bid items with special provisions that the CITY uses in their construction documents.
- OPCC will be provided in CITY preferred format with bid items in order of the WSDOT specification number.

Task 21 - Deliverables:

- 30% Roll Plots(s)
- 30% Design Documentation Memo
- 30% OPCC

TASK 22: 75% PLANS, SPECIFICATIONS AND ESTIMATE (FRONTAGE)

The 75% design submittal will consist of the 75% construction plans, a draft of the project special provisions, and a 75% opinion of probable construction costs.

Task 22.1 – 30% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 30% comment resolution process.

Task 22.2 – 75% Plans

The following plans will be included with the 75% design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be developed for the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be developed for the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be developed for the 75% design submittal.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be developed for the 75% design submittal.

Demolition Plans – (4 sheets)

Demolition plan sheets will be developed for the 75% design submittal.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will be developed for the 75% design submittal.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be developed for the 75% design submittal. Plans will include stormwater plan and profile design information.

Roadway Details – (2 sheets)

Roadway detail sheets will be developed and included with the 75% design submittal.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be developed for the 75% design submittal. Plans will identify the type, size, and location of all proposed stormwater treatment facilities.

On-Site Civil Utility Connections – (4 sheets)

Utility plans will be developed for the 75% submittal. Plans will identify where future connections are planned for the CITY's site including water (fire and domestic), sanitary sewer, gas, and storm drainage.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans will be developed for the 75% submittal. Plans will identify the location of the joint utility trench and any service trenches requires for private service conversions. CONSULTANT will coordinate with the utility company contacts to obtain private utility company relocation plans, costs and information required to develop the project specifications.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans will be developed for the 75% design submittal.

Illumination Plans – (6 sheets)

Illumination plans will be developed for the 75% submittal. The plans will include station and offsets of all proposed streetlights and identify the location of proposed

power sources. The 75% illumination plans will include luminaire and wiring schedules and standard details for streetlight construction.

Landscaping & Irrigation Plans – (6 sheets)

Landscaping plans and planting details will be developed for the 75% submittal. Landscaping plans will identify type, size, and location of proposed plants and trees along the frontage areas. Irrigation plans will be high-level schematic plans that identify areas that require irrigation that will be used along with a performance specification to construct the irrigation system.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be developed for the 75% submittal for each stage of work based on the 75% design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 22.3 – 75% Specifications

CONSULTANT will develop the 75% project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 30% submittal will be addressed with this submittal.

Task 22.4 – 75% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the 75% design. Comments received on the 30% submittal will be addressed in the 75% OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 22.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 22 - Assumptions:

- Plans will be submitted in PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 22 - Deliverables:

- 75% Plans
- 75% Specifications
- 75% OPCC

TASK 23: Draft Final Plans, Specifications and Estimate (FRONTAGE)

The Draft Final design submittal will consist of final construction documents including final plans, project special provisions, and an OPCC that address comments received on the 75% design submittal and are updated based on the final design.

Task 23.1 – 75% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 75% comment resolution process.

Task 23.2 – Draft Final Plans

The following plans will be included with the Draft Final design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be updated to address comments received on the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be updated to address comments received on the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be updated to address comments received on the 75% design submittal and finalized for bidding.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Demolition Plans – (4 sheets)

Demolition plan sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will be updated to address comments received on the 75% design submittal and finalized for bidding.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be updated to address comments received on the 75% design submittal and finalized for bidding.

Roadway Details – (2 sheets)

Roadway detail sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be updated to address comments received on the 75% design submittal and finalized for bidding.

On-Site Civil Utility Connections – (6 sheets)

On-site civil utility coordination plans and details will be updated to address comments received on the 75% design submittal and finalized for bidding.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans and details will be updated to address comments received on the 75% design submittal and finalized for bidding.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans and detail sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Illumination Plans – (6 sheets)

Illumination plans will be updated to address comments received on the 75% channelization plans and finalized for bidding.

Landscaping Plans – (6 sheets)

Landscaping plans and detail sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be updated for the Draft Final submittal for each stage of work. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 23.3 – Final Specifications

CONSULTANT will develop the Draft Final project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 75% submittal will be addressed with this submittal.

Task 23.4 – Final Opinion of Probable Construction Costs (OPCC)

CONSULTANT will update the OPCC based on the final design. Comments received on the 75% submittal will be addressed in the Draft Final OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 23.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 23 - Assumptions:

- Plans will be submitted in AutoCAD and PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 23 - Deliverables:

- Draft Final Plans
- Draft Final Specifications
- Draft Final OPCC

TASK 24: Advertisement and Bidding Support (FRONTAGE)

This task includes efforts to address comments on the Draft Final design submittal, support the CITY with compiling the Project Manual for advertisement and bidding, and responding to questions during bidding.

Task 24.1 – Final PS&E Revisions

CONSULTANT will address CITY comments on the Draft Final design submittal and incorporate revisions into the contract documents.

Task 24.2 – Bidding Support

CONSULTANT will provide up to 16 hours responding to bidder questions. Efforts include documenting the questions and responses for publishing in an addendum.

Task 24.3 – Addendum

CONSULTANT will develop up to two (2) addenda to respond to bidder questions. CONSULTANT will coordinate with CITY project manager for issuing the addendum.

Task 24.4 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 24. The reviews will follow the QA/QC plan established for this project.

Task 24 - Assumptions:

- CITY will compile the Project Manual and bidding documents.
- CITY will coordinate uploading of bidding documents to the CITY's preferred planhold site.

Task 24 - Deliverables:

- Final Plans, Specifications and OPCC
- Responses to bidder questions provided to CITY via email
- Two (2) Addenda in PDF format

TASK 25: Design Support During Construction (FRONTAGE)

The CONSULTANT will provide design assistance during the construction phase for this project. This work will include answering of Requests for Information (RFI), reviews of submittals, and other tasks request by the CITY. An estimated level of effort is included in the budget for this task.

Management Reserve Fund (MRF)

The budget includes an amount set aside for an MRF. The MRF is intended to cover additional project efforts not included in this scope of work that arise throughout the project.

For MRF requests, CONSULTANT shall develop a scope of work and budget for CITY review and approval. The CONSULTANT shall not use MRF funds without prior approval from the CITY.

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout

FDR

	Project Role	Ferrier, Paul A	Shea, Bradley J	Skinner, Mason J	French, Cameron C	Johnson, Ty M	Kuhns, David W Jr.	Bush, Jaelen Alexander	Robison-Mathes, Anna Lee	Desimone, Sarah Marie	Limberg, Caitlin Paige	Adair, Tina M	Ferris, Jennifer M	Welch, Ian D	Eickelberg, Brendan Patrick	Cody, Sandy R	Boeholt, Ann Grace	Lien, Kernen P.	Garufi, Katherine Allison	O'Neill, Evan Patrick	Silberman, Zachary Reese (Zach)	Parry, Trey J	Smith, Eleanor Seiko	Sousa, Logan Jon	McClamery, John	Gurrad, Matthew C	Parenteau, Trevor Michael	Total Labor Hours	Total Labor Dollars	
1	PROJECT MANAGEMENT	4	63	0	66	1.5	11	1.5	1.5	1.5	1.5	0	11	1.5	1.5	1.5	11	1.5	1.5	40	1.5	1.5	0	0	6	6	0	236	\$ 41,014.95	
	Project Management/Administration	4	24																	18								46	\$ 8,976.78	
	Project Reporting/Invoicing		6		11															22								39	\$ 5,282.93	
	Project Management Team Meetings		22		33																							55	\$ 10,559.45	
	Project Design Team Meetings		11		22	1.5	11	1.5	1.5	1.5	1.5		11	1.5	1.5	1.5	11	1.5	1.5		1.5	1.5			6	6	0	96	\$ 16,195.79	
2	PUBLIC INVOLVEMENT	0	8	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	\$ 7,470.40	
	Public Outreach Exhibits				8																			16				24	\$ 2,992.56	
	Public/Stakeholder Outreach Support		8		16																							24	\$ 4,477.84	
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
	Right-of-Way Base Map																											0	\$ -	
	Topographic Survey Base Map																											0	\$ -	
	Right-of-Way Plans and Legal Descriptions																											0	\$ -	
4	GEOTECHNICAL INVESTIGATION AND REPORTING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
	Site Reconnaissance, Utility Locates																											0	\$ -	
	Geotechnical Field Explorations and Laboratory Testing																											0	\$ -	
	Groundwater Monitoring																											0	\$ -	
	Geotechnical Engineering Analysis and Reporting																											0	\$ -	
5	CULTURAL RESOURCES ASSESSMENT	0	0	0	0	0	0	0	0	13	61	4	9	0	0	0	0	0	0	0	16	0	0	0	0	0	0	103	\$ 11,989.33	
	Review Existing Information									4	8	1																13	\$ 1,453.21	
	Project Areas									1	1	2									8							12	\$ 1,398.38	
	Inadvertent Discovery Plans										12	2																14	\$ 1,734.14	
	Cultural Resources Report									8	40	4																60	\$ 6,641.80	
	Quality Assurance / Quality Control Review												4								8							4	\$ 761.80	
6	ENVIRONMENTAL PERMITTING (RAB)	0	0	0	0	0	0	0	0	0	4	8	1	20	60	40	4	15	0	0	18	12	1	0	0	0	0	183	\$ 22,536.60	
	6.1 Critical Areas Desktop Assessment													2	4			1		3	2	1					13	\$ 1,612.25		
	6.2 Critical Areas Assessment													10						3	10						23	\$ 3,335.16		
	6.3 Habitat Protection Plan											8		8	32					10							62	\$ 7,402.72		
	6.4 SEPA Checklist																32			2							34	\$ 4,036.90		
	6.5 Permit Support										4		1		24	8		8			2						47	\$ 5,545.97		
	6.6 Quality Assurance / Quality Control Review																4										4	\$ 603.60		
7	ENVIRONMENTAL SITE ASSESSMENT (RAB)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	2	0	8	0	0	0	0	0	0	0	0	42	\$ 6,095.80	
	Phase 1 Environmental Site Assessment															16			8								24	\$ 3,947.44		
	Site Soils Evaluation															16											16	\$ 1,846.56		
	Quality Assurance / Quality Control Review																2										2	\$ 301.80		
8	PRELIMINARY DESIGN (RAB)	0	11	16	84	4	28	56	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112	0	26	0	337	\$ 47,808.63
	Sensitivity Analysis		4		8																							12	\$ 2,238.92	
	Roadway/Roundabout Design																											0	\$ -	
	Ultimate Roundabout Configuration		4		24																							28	\$ 4,791.08	
	Interim Roundabout Configuration		2		16																							18	\$ 3,033.58	
	Performance Checks				8																			24			32	\$ 3,850.80		
	Horizontal Alignments				4																			12			16	\$ 1,925.40		
	Vertical Alignments				4																						28	\$ 3,212.76		
	Preliminary Grading				8																			24			32	\$ 3,850.80		
	Stormwater Design																											0	\$ -	
	Stormwater Design						12	24																				36	\$ 4,789.56	
	Draft Stormwater Report						8	16																				24	\$ 3,193.04	
	Sanitary Sewer Design						8	16																				24	\$ 3,193.04	
	Illumination Design																											0	\$ -	
	Illumination Design File Setup				8																							8	\$ 1,276.08	
	Line Loss Calculations and Wiring																							8			8	\$ 858.24		
	Preliminary Illumination Layout		1		4																			20			25	\$ 3,024.35		
	Landscaping Design																											0	\$ -	
	Roadway Landscaping																									12	8	12	\$ 2,248.44	
	Central Island Landscaping																									8	8	8	\$ 1,498.96	
	Irrigation System Design																									6	6	6	\$ 1,124.22	
	Quality Assurance / Quality Control Review			16	4																							20	\$ 3,699.36	
9	UTILITY COORDINATION (RAB)	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	68	0	0	112	\$ 12,716.28
	Review/Confirmation of Existing Information																											0	\$ -	
	Preliminary Utility Coordination																									16	16	16	\$ 1,760.48	
	Preliminary Utility Base Map																									8	8	8	\$ 880.24	
	Private Utility Potholing																							8	4	12	12	\$ 1,298.36		
	Conflict Resolution																										0	\$ -		
	Conflict Assessment Log																								16	16	16	\$ 1,760.48		
	Conflict Assessment Map																									24	24	\$ 2,596.72		
	Utility Relocation Coordination																							12	16	28	28	\$ 3,047.84		
	Quality Assurance / Quality Control Review			8																								8	\$ 1,372.16	
10	REAL ESTATE SERVICES SUPPORT (RAB)	0	28	8	36	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	40	156	\$ 24,454.20	
	Right-of-Way Meetings		12		12		12																					36	\$ 6,910.92	
	Acquisition and Negotiation Support		16		24		16																		16		40	112	\$ 16,171.12	
	Quality Assurance / Quality Control Review			8																								8	\$ 1,372.16	
11	FINAL DESIGN (RAB)	0	0	24	26	4	28	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	12	32	0	228	\$ 32,627.74	
	Roadway/Roundabout Design																											0	\$ -	
	Horizontal Alignments				2																			4			6	\$ 748.14		
	Vertical Alignments				6																			8			14	\$ 1,815.30		
	Final Grading				8																			12			20	\$ 2,563.44		
	ADA Ramp Design				8																			16	12		36	\$ 4,312.92		
	Stormwater Design																											0	\$ -	
	Stormwater Design						12	24																				36	\$ 4,789.56	
	Final Stormwater Support						12	16																				28		

73

H&R		Ferrier, Paul A	Shea, Bradley J	Skinner, Mason J	French, Cameron C	Johnson, Ty M	Kuhns, David W Jr.	Bush, Jaelen Alexander	Robison-Mathes, Anna Lee	Desimone, Sarah Marie	Limberg, Caitlin Paige	Adair, Tina M	Ferris, Jennifer M	Welch, Ian D	Eickelberg, Brendan Patrick	Cody, Sandy R	Boeholt, Ann Grace	Lien, Kernen P.	Garuffi, Katherine Allison	O'Neill, Evan Patrick	Silberman, Zachary Reese (Zach)	Parry, Trey J	Smith, Eleanor Seiko	Sousa, Logan Jon	McGlamey, John	Gurrad, Matthew C	Parenteau, Trevor Michael	Total Labor	Total Labor Dollars	
	Legend and Notes																										1	10	\$ 99.10	
	Alignments Plans																							2		8	16	\$ 1,007.36		
	Erosion Control Plans																								4	22	\$ 2,240.28			
	Demolitions Plans																							4	4	16	24	\$ 2,454.84		
	Typical Roadway Sections																										8	12	\$ 1,221.92	
	Roadway Plan and Profiles							6	16																		16	24	\$ 5,736.62	
	Roadway Details																										8	50	\$ 2,094.96	
	Stormwater Treatment Facilities																										16	28	\$ 3,735.42	
	On-Site Civil Utility Connections							6	24																			30	\$ 2,618.72	
	Utility Undergrounding Plans																								8	16	24	\$ 2,618.72		
	Channelization & Signing Plans				4																						20	40	\$ 4,336.52	
	Illumination Plans				2																						16	26	\$ 2,762.86	
	Landscaping and Irrigation Plans																										24	30	\$ 3,502.62	
	Traffic Control & Construction Staging Plans																									6	8	24	\$ 2,553.28	
	75% Specifications				24			6																					30	\$ 4,882.38
	75% Opinion of Probable Construction Costs				6			4	8																16	6		40	\$ 4,930.24	
	Quality Assurance / Quality Control Review						12																					12	\$ 2,865.12	

23	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)	0	0	0	30	7	18	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	24	4	94	255	\$ 30,834.56	
	75% Comment Response Resolution				4	1	2																					7	\$ 1,228.18	
	Draft Final Plans																											0	\$ -	
	Cover Sheet																											1	\$ 99.10	
	Legend and Notes																											1	\$ 99.10	
	Alignments Plans				1																						2	3	\$ 357.71	
	Erosion Control Plans				1																						2	3	\$ 357.71	
	Demolitions Plans																							2			6	8	\$ 809.16	
	Typical Roadway Sections																							2			6	8	\$ 809.16	
	Roadway Plan and Profiles																							8	4	12	24	\$ 2,487.56		
	Roadway Details																							8	4	12	24	\$ 2,487.56		
	Stormwater Plans and Profiles						4	8																					12	\$ 1,596.52
	Stormwater Treatment Facilities						4	16																				20	\$ 2,490.28	
	On-Site Civil Utility Connections																							4	12		16	\$ 1,749.48		
	Utility Undergrounding Plans				2																			2			8	12	\$ 1,326.38	
	Channelization & Signing Plans				2																			4			12	18	\$ 1,937.34	
	Illumination Plans																							8			20	\$ 2,047.44		
	Landscaping and Irrigation Plans																										8	12	\$ 1,542.28	
	Traffic Control & Construction Staging Plans																									4	12	16	\$ 1,629.32	
	Draft Final Specifications				16		4																						20	\$ 3,254.92
	Draft Final Opinion of Probable Construction Costs				4		4	8																8				24	\$ 3,092.80	
	Quality Assurance / Quality Control Review					6																						6	\$ 1,432.56	


24	ADVERTISING AND BIDDING SUPPORT (FRONTAGE)	0	0	2	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26	40	\$ 4,930.84
	Final PS&E Revisions				4		4																					16	24	\$ 2,926.40
	Bidding Support				2		2																					4	\$ 670.40	
	Addendum																											10	\$ 991.00	
	Quality Assurance / Quality Control Review			2																								2	\$ 343.04	

25	DESIGN SUPPORT DURING CONSTRUCTION (FRONTAGE)	0	2	0	12	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	36	\$ 4,882.10	
	Design Support During Construction		2		12		4																					18	36	\$ 4,882.10

	Task Total Hours	4.00	141.00	146.00	510.00	59.50	301.00	477.50	1.50	14.50	66.50	20.00	21.00	57.50	121.50	113.50	21.00	33.50	17.50	40.00	53.50	25.50	2.00	682.00	402.00	132.00	769.00	4233.00	
	Task Total Fee	\$ 1,494.60	\$ 33,940.11	\$ 25,041.92	\$ 81,350.10	\$ 14,206.22	\$ 52,882.69	\$ 53,346.30	\$ 154.62	\$ 1,307.18	\$ 7,499.21	\$ 2,976.20	\$ 3,999.45	\$ 9,367.33	\$ 12,162.15	\$ 13,099.04	\$ 3,168.90	\$ 5,758.32	\$ 4,595.68	\$ 3,789.20	\$ 5,447.37	\$ 3,571.53	\$ 257.12	\$ 73,164.96	\$ 44,232.06	\$ 24,732.84	\$ 76,207.90		\$ 557,752.97


EXPENSES

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout

<div></div> <div>OTHER DIRECT COSTS</div>		Mileage/mile (IRS starting 7/1/22)	Copies/Page 11x17 Color	Copies/Page 8.5x11 B&W	Express Mail	Trimble Unit/day	Miscellaneous	Field Supplies	Miscellaneous	Select From Dropdown	Tech Fees	Contingency	Total ODC	ODC Markup	Total ODC + Markup
		Travel	Office Expenses	Office Expenses	Office Expenses	Field Equipment	Miscellaneous	Field Equipment	Miscellaneous						
Unit Cost		Each	Each	Each	Each	Each	Each	Each	Each		\$3.70	0.00%		0.00%	
1	PROJECT MANAGEMENT														
	Quantity	150	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$93.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93.75	\$0.00	\$93.75
5	CULTURAL RESOURCES ASSESSMENT														
	Quantity	570	0	0	0	2	2	0	0	0	0.00				
	Task Total	\$356.25	\$0.00	\$0.00	\$0.00	\$52.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$438.25	\$0.00	\$438.25
6	ENVIRONMENTAL PERMITTING (RAB)														
	Quantity	500	0	0	0	2	0	2	0	0	0.00				
	Task Total	\$312.50	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$464.50	\$0.00	\$464.50
7	ENVIRONMENTAL SITE ASSESSMENT (RAB)														
	Quantity	500	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$312.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$312.50	\$0.00	\$312.50
8	PRELIMINARY DESIGN (RAB)														
	Quantity	200	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$0.00	\$125.00
9	UTILITY COORDINATION (RAB)														
	Quantity	0	0	0	0	0	0	0	1	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00
12	ENVIRONMENTAL PERMITTING (FRONTAGE)														
	Quantity	0	0	0	0	2	0	2	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$152.00
14	UTILITY COORDINATION (FRONTAGE)														
	Quantity	0	0	0	0	0	1	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
16	30% DESIGN DOCUMENTATION (RAB)														
	Quantity	0	20	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
17	75% PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
18	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
21	30% DESIGN DOCUMENTATION (FRONTAGE)														
	Quantity	0	20	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
22	75% PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
23	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
Total ODC		\$ 1,200.00	\$ 396.00	\$ -	\$ -	\$ 156.00	\$ 45.00	\$ 200.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 9,997.00	\$ -	\$ 9,997.00

SUBCONSULTANTS

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout

		MTN2Coast	Landau, INC		Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS							
						0.00%	
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING						
	Task Total	\$36,972.00	\$0.00		\$36,972.00	\$0.00	\$36,972.00
4	GEOTECHNICAL INVESTIGATION AND REPORTING						
	Task Total	\$0.00	\$59,706.10		\$59,706.10	\$0.00	\$59,706.10
Total Subconsultants		\$ 36,972.00	\$ 59,706.10		\$ 96,678.10	\$ -	\$ 96,678.10

FEE ESTIMATE

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal
1	PROJECT MANAGEMENT	\$41,015	\$164	\$94	\$0	\$41,273
2	PUBLIC INVOLVEMENT	\$7,470	\$30	\$0	\$0	\$7,500
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING	\$0	\$0	\$0	\$36,972	\$36,972
4	GEOTECHNICAL INVESTIGATION AND REPORTING	\$0	\$0	\$0	\$59,706	\$59,706
5	CULTURAL RESOURCES ASSESSMENT	\$11,989	\$48	\$438	\$0	\$12,475
6	ENVIRONMENTAL PERMITTING (RAB)	\$22,537	\$90	\$465	\$0	\$23,092
7	ENVIRONMENTAL SITE ASSESSMENT (RAB)	\$6,096	\$24	\$313	\$0	\$6,433
8	PRELIMINARY DESIGN (RAB)	\$47,809	\$191	\$135	\$0	\$48,135
9	UTILITY COORDINATION (RAB)	\$12,716	\$51	\$8,000	\$0	\$20,767
10	REAL ESTATE SERVICES SUPPORT (RAB)	\$24,454	\$98	\$0	\$0	\$24,552
11	FINAL DESIGN (RAB)	\$32,628	\$131	\$0	\$0	\$32,759
12	ENVIRONMENTAL PERMITTING (FRONTAGE)	\$26,946	\$108	\$152	\$0	\$27,206
13	PRELIMINARY DESIGN (FRONTAGE)	\$27,689	\$111	\$0	\$0	\$27,800
14	UTILITY COORDINATION (FRONTAGE)	\$9,309	\$37	\$15	\$0	\$9,361
15	FINAL DESIGN (FRONTAGE)	\$25,230	\$101	\$0	\$0	\$25,331
16	30% DESIGN DOCUMENTATION (RAB)	\$12,790	\$51	\$18	\$0	\$12,859
17	75% PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)	\$80,559	\$322	\$90	\$0	\$80,971
18	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)	\$49,560	\$198	\$90	\$0	\$49,848
19	ADVERTISING AND BIDDING SUPPORT (RAB)	\$4,931	\$20	\$0	\$0	\$4,951
20	DESIGN SUPPORT DURING CONSTRUCTION (RAB)	\$9,878	\$40	\$0	\$0	\$9,918
21	30% DESIGN DOCUMENTATION (FRONTAGE)	\$11,712	\$47	\$18	\$0	\$11,777
22	75% PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)	\$51,788	\$207	\$90	\$0	\$52,085
23	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)	\$30,835	\$123	\$90	\$0	\$31,048
24	ADVERTISING AND BIDDING SUPPORT (FRONTAGE)	\$4,931	\$20	\$0	\$0	\$4,951
25	DESIGN SUPPORT DURING CONSTRUCTION (FRONTAGE)	\$4,882	\$20	\$0	\$0	\$4,902
26	Management Reserve Fund	\$68,056	\$272	\$0	\$0	\$68,328
		\$625,810	\$2,504	\$10,008	\$96,678	\$735,000

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington)

) ss

County of)

Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

_____, being first duly sworn, on their oath, states that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby certifies that _____ is in compliance
(Name of Firm)
with TMC 3.46.

Signed_____
Type/Print Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Type/Print NameNotary Public in and for the State of
Washington.

My commission expires _____.

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: April 6, 2023
 SUBJECT: Authority to Solicit Bids and Award Contract for the 2023 Pavement Maintenance Project

1) Recommended Action:

Staff requests that the Public Works Committee authorize staff to solicit bids for the 2023 Pavement Maintenance Project and recommend City Council award and authorize the Mayor to sign a public works contract with the lowest responsible bidder.

Staff also requests that the Public Works Committee recommend the City Council increase the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 to 20 percent for this project.

2) Background:

Staff has developed the Transportation Benefit District (TBD) funded 2023 Pavement Maintenance project to meet the needs of the pavement preservation program, proposed 10-year TBD segments and the priorities map utilized when approaching citizens regarding formation of the TBD. This year's project includes a blend of arterials, collectors, and local residential streets. The project focuses on pavement rehabilitation and overlays, but will also include curb ramp replacement, crack sealing, and citywide pavement markings.

A request for an increase to the change order authority provided to the Transportation and Engineering Director in the Municipal Code from 10% of contract bid amount to 20% of contract bid amount is due to the nature of pavement maintenance work. Paving projects are fast paced; most of the expensive work for the project will occur this summer in less than two months' time. Staff needs to be able to react to project changes quicker than normal to avoid project delay claims. An increase in change order authority would also open up the option of moving street segments with planned future maintenance forward if the bid prices are favorable.

The Engineer's estimate for construction is \$4,000,000. As with previous pavement maintenance projects, staff will have the ability to add or delete street segments to stay within the approved project budget.

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Complete roadway maintenance to enhance vehicle, bicycle, and pedestrian safety.

4) Alternatives:

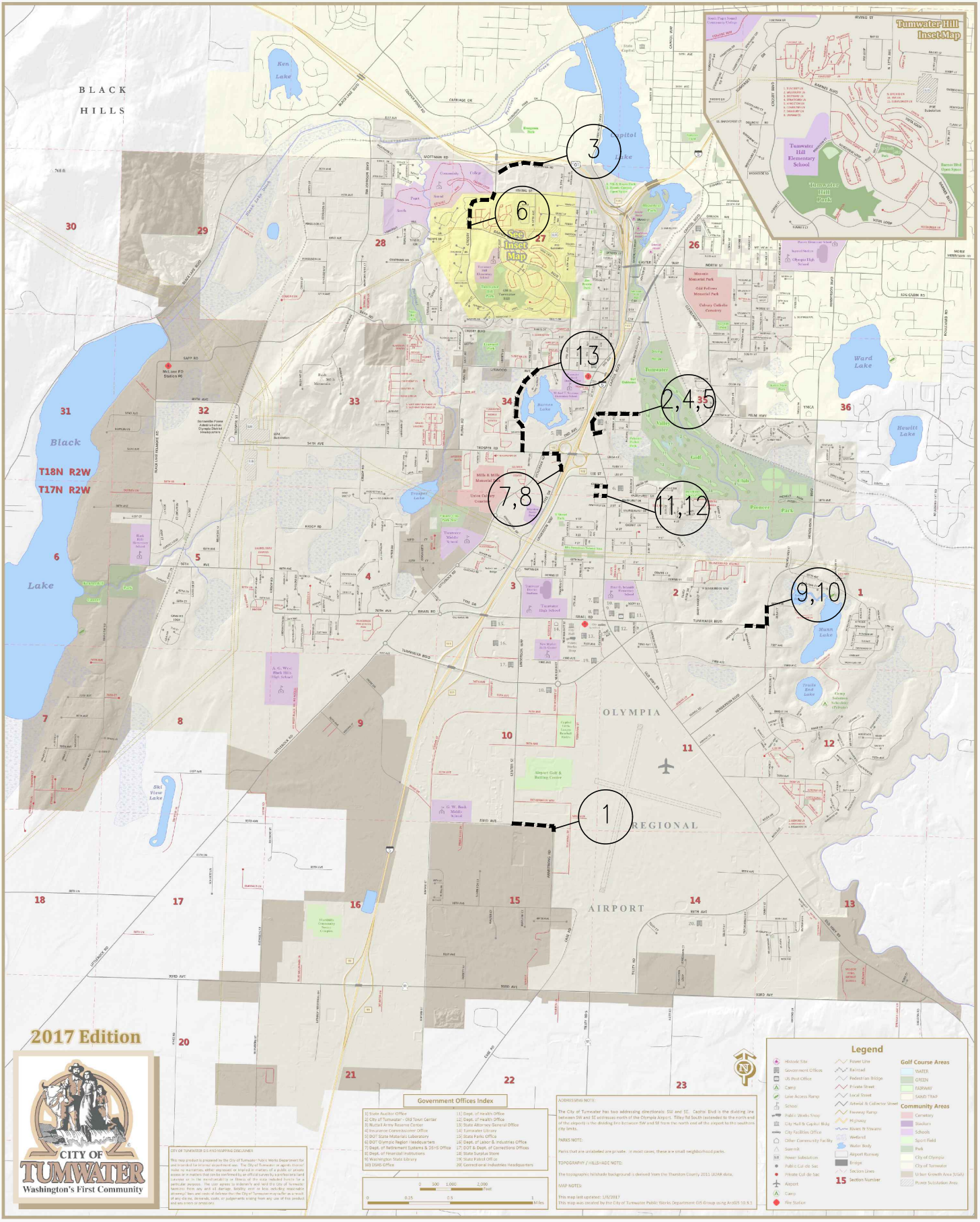
☐ Do not authorize staff to solicit bids.

5) Fiscal Notes:

The majority of funding for this project comes from the TBD.

6) Attachments:

A. Paving Schedule



PAVING LOCATIONS

PAVING SCHEDULE			
STREET NO.	STREET	FROM	TO
1	83rd Ave	Center St	Armstrong Rd
2	M St	Capitol Blvd	East End
3	Mottman Rd	Crosby Blvd	Montair Apts.
4	Capitol Blvd	M St	Market St
5	Market St	Capitol Blvd	East End
6	Crosby Blvd	Barnes Blvd	Irving St
7	Trospen Rd	Tyee Dr	Littlerock Rd
8	Tyee Dr	Trospen Rd	Fred Meyer
9	Tumwater Blvd	Monaco Dr	Henderson Blvd
10	Henderson Blvd	Tumwater Blvd	68th Ave
11	T St	Capitol Blvd	West End
12	Gerth St	Capitol Blvd	West End
13	Lake Park Dr	Trospen Rd	Linwood Ave

LEGEND

- # STREET NUMBER
- STREET TO BE PAVED

DESIGNED BY: JWN
DRAWN BY: DJE
CHECKED BY: JWN
APPROVED BY: WHL
SCALE: H
V

CITY OF TUMWATER
TRANSPORTATION AND
ENGINEERING DEPARTMENT
555 ISRAEL ROAD SW, TUMWATER, WA 98501
Phone: (360) 754-4140

DATE:

REVISIONS:

2023 PAVEMENT MAINTENANCE

PAVING KEY MAP

JOB: 2023014
DATE: MARCH, 2023
INDEX: C-8
SHEET: 1 OF 27

TO: Public Works Committee
FROM: Steve Craig, Operations Manager
DATE: April 6, 2023
SUBJECT: Agreement with Clearcreek Contractors for the 2023 Palermo Lagoon Dredging & Maintenance Project

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Agreement with Clearcreek Contractors for the Palermo Lagoon Dredging & Maintenance Project in the amount of \$126,650.

2) Background:

The U.S. Environmental Protection Agency constructed the Palermo Aeration Lagoon in 2000 as one component of the remedy selected for the Palermo Wellfield Superfund Site. The system collects runoff from an underdrain system and removes groundwater contamination via aeration pumps located in the lagoon. Overtime, the lagoon has become inundated with sediments, decreasing the lagoon's capacity and affecting the treatment processes. This project will remove collected sediments and restore the lagoon to its original design specifications. The project was reviewed by the Public Works Committee on June 23, 2022, as part of interlocal agreement (ILA) C2022-039.

3) Policy Support:

- Be a Leader in Environmental Sustainability.
 - Interlocal Agreement between the City of Tumwater and the Washington State Department of Transportation (WSDOT) for Maintenance of the Palermo Treatment Lagoon, C2022-039.
-

4) Alternatives:

☐ None

5) Fiscal Notes:

The total project cost estimate is \$126,650 to complete dredging and restoration of the Palermo Treatment Lagoon. This project is fully funded by WSDOT with the city providing project administration per interlocal agreement, C2022-039, referenced above.

6) Attachments:

- A. 2023 Palermo Lagoon Dredging and Maintenance Agreement
- B. ILA Maintenance of the Palermo Treatment Lagoon with WSDOT, C2022-039

CITY OF TUMWATER

PALERMO LAGOON DREDGING AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20__, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Clearcreek Contractors, a division of Holt Services Inc.; a Washington 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 WORK.

The SERVICE PROVIDER shall perform such work 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 Work attached hereto and incorporated herein (the “Project” or “Work”).

2. TERM.

This Agreement is effective upon execution by all parties and shall terminate on July 31, 2023. 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 One Hundred Twenty-Six Thousand Six Hundred Fifty Dollars and 00/100 (\$126,650.00) as reflected in Exhibit "A", Scope of Work.

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.

F. If Prevailing Wages are required, the invoice must bear the following signed statement:

I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries.

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 Agreement term or the end of the calendar year, whichever is earlier.

H. Changes to the services to be performed, or the amount of the Agreement sum, or in the time for completion of the Project, shall be accomplished

only by a written Change Order, signed by the SERVICE PROVIDER and the City, in advance of the proposed change. Once effective, the SERVICE PROVIDER shall proceed promptly with the services as modified, unless otherwise provided in the executed amendment.

5. WARRANTIES/GUARANTY.

5.1 The SERVICE PROVIDER warrants that all Work conforms to the requirements of the Agreement and is free from any defect in equipment, material, design, or workmanship performed by the SERVICE PROVIDER or its subcontractors and suppliers. The warranty period shall be for the longer period of: one year from the date of the CITY's final acceptance of the entire Work or the duration of any special extended warranty offered by SERVICE PROVIDER or its subcontractors and suppliers.

5.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Agreement, SERVICE PROVIDER shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the CITY;
- c) Enforce all warranties for the benefit of the CITY; and,
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Agreement.

5.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Agreement, the SERVICE PROVIDER shall correct it promptly after receipt of written notice from the CITY to do so. In the event the CITY determines that SERVICE PROVIDER corrective action is not satisfactory and/or timely performed, then the CITY has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the CITY and all costs for the CITY's remedy shall be reimbursed by the SERVICE PROVIDER.

5.4 The warranties provided in this Section shall be in addition to any other rights or remedies provided elsewhere in the Agreement or by applicable law.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

For all purposes, the SERVICE PROVIDER shall be deemed an independent contractor and shall not be deemed an employee or agent of the CITY for any purpose.

7. PREVAILING WAGES

7.1 The Work under the Agreement is subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. The SERVICE PROVIDER agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Agreement will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Chapter 39.12 RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

7.2 The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this Agreement as though fully set forth herein. These rates may be accessed on the internet at <https://secure.lni.wa.gov/wagelookup/>

7.3 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature is and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.4 The SERVICE PROVIDER shall file an Intent to Pay Prevailing Wage form ("Intent Form"). SERVICE PROVIDER shall submit the Intent Form, approved by the Department of Labor and Industries of the State of Washington, to the CITY with payment request. No payment will be issued to the SERVICE PROVIDER until the CITY receives approved forms.

7.5 If progress payments are made on this project, an approved Intent Form must be received prior to issuing the first payment. An approved Affidavit of Wages Paid form must be received prior to issuing the final payment.

7.6 SERVICE PROVIDER shall be responsible for all costs associated with filing the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid with the Department of Labor and Industries.

8. 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.

9. 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. Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the SERVICE PROVIDER. SERVICE PROVIDER's Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. SERVICE PROVIDER's Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the SERVICE PROVIDER's Pollution Liability insurance is written on a claims-made basis, the SERVICE PROVIDER warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that Work under the Agreement is completed.

If the scope of work as defined in this Agreement includes the disposal of any hazardous materials from the job site, the SERVICE PROVIDER must furnish to the CITY evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Agreement. Coverage certified to the CITY under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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.

G. Subcontractors' Insurance. The SERVICE PROVIDER shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the SERVICE PROVIDER-provided insurance as set forth herein, except the SERVICE PROVIDER shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The SERVICE PROVIDER shall ensure that the CITY is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

10. PERFORMANCE AND PAYMENT BONDS

Pursuant to RCW 39.08.010, SERVICE PROVIDER shall post a Performance and Payment Bond, attached to this Agreement as Exhibit "B" in favor of the CITY, and incorporated by this reference, in a dollar amount satisfactory to the CITY; to guarantee SERVICE PROVIDER's performance of the Work to the CITY's satisfaction; to insure SERVICE PROVIDER's performance of all of the provisions of this Agreement; and to guarantee SERVICE PROVIDER's payment of all laborers, mechanics, subcontracts and material persons. SERVICE PROVIDER's obligations under this Agreement shall not be limited to the dollar amount of the bonds.

11. 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.

12. TITLE VI COMPLIANCE.

During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest, and including its subcontractors and consultants (hereinafter referred to as the "SERVICE PROVIDER"), agrees as follows:

12.1 Compliance with Regulations: The SERVICE PROVIDER will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

12.2 Non-discrimination: The SERVICE PROVIDER, with regard to the Work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The SERVICE PROVIDER will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

12.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the SERVICE PROVIDER for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

12.4 Information and Reports: The SERVICE PROVIDER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish the information, the SERVICE PROVIDER will so certify to the CITY or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of SERVICE PROVIDER's noncompliance with the Non-discrimination provisions of this Agreement, the CITY

will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- a) withholding payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies; and/or
- b) cancelling, terminating, or suspending the Agreement, in whole or in part.

12.6 Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Sections 12.1 through 12.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The SERVICE PROVIDER will take action with respect to any subcontract or procurement as the CITY or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the SERVICE PROVIDER may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the SERVICE PROVIDER may request the United States to enter into the litigation to protect the interests of the United States.

13. TITLE VI ASSURANCES.

During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest, and including its subcontractors and consultants (hereinafter referred to as the "SERVICE PROVIDER"), agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, SERVICE PROVIDER must take reasonable steps to ensure that LEP persons have meaningful access to SERVICE PROVIDER's programs (70 Fed. Reg. at 74087 to 74100); and

L. Title IX of the Education Amendments of 1972, as amended, which prohibits SERVICE PROVIDER from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. 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.

15. 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.

16. CHANGES.

No modification to this Agreement shall be valid or binding upon either party unless it is in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

17. 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.

18. 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.

19. PROHIBITED INTEREST.

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

20. 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.

21. 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.

22. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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.

23. 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.

24. SAFETY.

SERVICE PROVIDER shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). SERVICE PROVIDER shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. SERVICE PROVIDER shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The SERVICE PROVIDER shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

25. CLEAN UP.

At any time ordered by the CITY and immediately after completion of the Work, the SERVICE PROVIDER shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the SERVICE PROVIDER fails to perform the necessary clean up, the CITY may, but in

no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the SERVICE PROVIDER to the CITY and/or the CITY may deduct its costs from any remaining payments due to the SERVICE PROVIDER.

26. 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.

27. NON-COLLUSION.

By signature below, the SERVICE PROVIDER acknowledges that the person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the CITY for consideration in the award of a contract on the specifications contained in this Agreement.

****Signatures on the following 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:

Clearcreek Contractors
3203 15th Street
Everett, WA 98201
UBI #: 602-116-881
Phone Number: 253-604-4878

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 THURSTON

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:_____

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF TUMWATER
AND
THE WASHINGTON DEPARTMENT OF TRANSPORTATION (GMB 1076)
FOR MAINTENANCE OF THE PALERMO TREATMENT LAGOON**

This First Amendment ("Amendment"), dated effective this 9th day of February, 2023, is made and entered into by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Washington Department of Transportation, a governmental agency of the State of Washington ("WSDOT") individually the "Party" and collectively the "Parties."

- A. The Parties entered into Interlocal Agreement dated effective June 23, 2022.
- B. Section 5 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.
- C. The Parties desire to amend Section 3 of the Agreement to increase funding for the Work performed by the CITY.

NOW THEREFORE, pursuant to chapter 39.34 RCW the above recitals are incorporated herein as if fully set forth below, and in consideration of the mutual terms, provisions, and obligations contained herein, the Parties agree as follows:

1. Section 3 Payment (Funding/Costs/etc.) is hereby replaced in its entirety with the following:

WSDOT, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the actual direct and related indirect costs of the Work. The parties have estimated that the cost of accomplishing the Work herein will not exceed \$175,000. Payment for satisfactory performance of the Work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any Work that will cause the maximum payment to be exceeded. Costs shall include, but not be limited to the following"

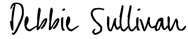
- A. CITY will provide labor and other CITY resources necessary to manage and oversee the project.
- B. WSDOT will pay all permit fees and third-party invoices for the removal and disposal of sediments. Costs subject to reimbursement shall include, but not be limited to, all permit fees and third-party invoices for the removal and disposal of sediments.
2. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

Signatures of following page

CITY OF TUMWATER:

555 Israel Road SW
Tumwater, WA 98501

DocuSigned by:



Debbie Sullivan, Mayor

ATTEST:

DocuSigned by:



Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:



Karen Kirkpatrick, City Attorney

WASHINGTON STATEDEPARTMENT OF TRANSPORTATION:

310 Maple Park Ave SE
Olympia, WA 98501



Digitally signed by Pasco

Bakotich III

Date: 2023.02.08 17:04:08 -08'00'

Signature

Printed Name: Pasco Bakotich III

Title: State Maintenance Engineer

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF TUMWATER
AND
THE WASHINGTON DEPARTMENT OF TRANSPORTATION (GMB 1076)
FOR MAINTENANCE OF THE PALERMO TREATMENT LAGOON**

THIS AGREEMENT is made and entered into by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Washington Department of Transportation, a governmental agency of the State of Washington ("WSDOT") individually the "Party" and collectively the "Parties."

WHEREAS, the CITY is responsible for routine maintenance of the Palermo Treatment Lagoon per the Cooperative Agreement and Scope of Work for the Palermo Wellfield Superfund Site Subdrain/Aeration Lagoon System ("Aeration Lagoon") dated December 16, 2002; and

WHEREAS, the WSDOT and the CITY acknowledge that the Work considered under this Agreement is not considered to be routine maintenance given the complexity, cost, and scope of the project; and

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties

NOW THEREFORE, pursuant to chapter 39.34 RCW the above recitals that are incorporated herein as if fully set forth below, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and WSDOT as follows:

1. Purpose/Objective

The purpose of this Agreement is to allow the CITY, through its Water Resources & Sustainability Department, to provide and solicit services to restore the aeration lagoon to its original designed condition through the dredging, removal and disposal of accumulated sediments, as identified in Exhibit A, Scope of Services and herein after referred to as Work. The CITY does not have sufficient resources to provide such services and desires to have such services performed by a third-party vendor, to be paid for by WSDOT.

2. Scope of Agreement

A. Responsibilities of CITY shall be as follows:

1. Project Management: CITY shall provide sufficient resources to effectively implement, maintain, and oversee the project as described in Exhibit A.
2. Vendor Contracts: CITY shall manage all third-party vendors in support of the Agreement. CITY shall provide WSDOT thirty (30) days' notice prior to Work being

performed and shall provide all documentation as requested by WSDOT regarding the execution of this project.

3. Permitting: CITY shall prepare and submit all necessary permit applications.
4. Maintenance and Repair Limitations: CITY agrees to attempt to complete all maintenance and repair request within the time WSDOT requests or has scheduled with CITY. WSDOT is aware that there may be times when CITY cannot meet the desired timeline.
5. Hours of Work: CITY's normal working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

B. Responsibilities of WSDOT shall be as follows:

1. Notification of Repair and/or Maintenance: WSDOT agrees to notify CITY via CITY designated contacts below when the Aeration Lagoon needs repair and/or maintenance
2. Water and Sediment Quality Assessment: Prior to any requested maintenance Work on the Aeration Lagoon, WSDOT agrees to analyze the treatment lagoon sediment to determine public health and disposal needs.
3. Funding: WSDOT shall pay for all permit fees and third party dredging and disposal costs, as invoiced by CITY.
4. WSDOT may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by WSDOT. All contact between said inspector and the CITY's contractor shall be through the CITY's representative.

3. Payment (Funding/Costs/etc.)

WSDOT, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the actual direct and related indirect costs of the Work. The parties have estimated that the cost of accomplishing the Work herein will not exceed \$100,000. Payment for satisfactory performance of the Work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any Work that will cause the maximum payment to be exceeded. Costs shall include, but not be limited to the following:

- A. CITY will provide labor and other CITY resources necessary to manage and oversee the project.
- B. WSDOT will pay all permit fees and third-party invoices for the removal and disposal of sediments.

4. Method of Payment

- A. CITY will submit a monthly itemized invoice to WSDOT for third-party services related to the Work defined in Exhibit A as provided under this Agreement.
- B. WSDOT will make payment to the CITY within thirty (30) days of receipt of an invoice.

5. Amendments

Either Party to this Agreement may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both Parties prior to implementation. Any amendments to

this Agreement shall be made in writing and shall be presented to each Party's designated contract authority for approval and signature prior to implementation.

6. Indemnification

6.1 To the extent permitted under the law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

6.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6.3 This indemnification and waiver will survive the termination of this Agreement.

7. Insurance

The CITY shall 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 City or its employees. Before beginning the Work described in this Agreement, the City and its selected contractor shall provide proof of coverage to WSDOT that includes:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and aggregate.
- C. Excess Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and aggregate.

8. Duration of Agreement

This Agreement for maintenance of the Palermo Treatment Lagoon is hereby entered into between the City of Tumwater and the Washington Department of Transportation and shall take effect on the date of the last authorizing signature affixed hereto. This Agreement shall be effective until December 31, 2023, unless otherwise terminated in the manner described under the Termination of Agreement section.

9. Termination of Agreement

Should either Party choose to terminate this Agreement, the Party desiring to terminate the Agreement must provide a thirty (30) day advance written notice to the other Party, unless otherwise set forth in this Agreement.

10. Notice of Default

In the event WSDOT is dissatisfied with the CITY's performance of its responsibilities under this Agreement, WSDOT shall provide CITY with a written notice of dissatisfaction that specifically identifies the details of the CITY's alleged performance deficiencies. CITY shall have ninety (90) days from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event WSDOT remains dissatisfied at the end of the ninety (90) day period, WSDOT may terminate the Agreement by providing CITY with an additional ninety (90) days written notice.

11. Dispute Resolution

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The designated representative in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. They shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. They shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing, with email being acceptable of any dispute or issue that they believe may require formal resolution contained herein. They shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the CITY and WSDOT's respective designees, cannot resolve the dispute or issue, the CITY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

12. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought only in the Superior Court of Thurston County, Washington.

13. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

14. Legal Relations

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

15. Waiver

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

16. Severability

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

17. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the City and WSDOT and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

18. Filing

Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

19. Notice

Any notice required under this Agreement shall be provided in writing, with email being acceptable to the Party at the address listed below. The contacts below for each Party are the Agreement representatives.

CITY OF TUMWATER

Dan Smith, Director
Water Resources & Sustainability Department
555 Israel Road SW
Tumwater, WA 98501

**WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

Norm Payton, Environmental Policy Manager
Maintenance Operations Division
310 Maple Park Ave SE
Olympia, WA 98501
Phone: 360-705-7848
Email: paytonn@wsdot.wa.gov

20. Records and Audit

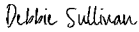
All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the CITY and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

21. Counterparts and Electronic Signature

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

CITY OF TUMWATER

DocuSigned by:



Debbie Sullivan, Mayor

Dated: 6/23/2022

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

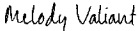
DocuSigned by:

Pasco Bakotich III, State Maintenance
Engineer

Dated: 6/21/2022

ATTEST:

DocuSigned by:



Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:



Karen Kirkpatrick, City Attorney

APPROVED AS TO FORM on Behalf of
WSDOT:

Assistant Attorney General

EXHIBIT A: SCOPE OF SERVICES

PROJECT BACKGROUND:

The U.S. Environmental Protection Agency constructed the Palermo Aeration Lagoon as one component of the remedy selected for the Palermo Wellfield Superfund Site to remediate tetrachloroethylene and trichloroethylene in the ground water supply. Periodic maintenance of the lagoon is required to keep the system functioning properly. This scope of work is intended to help guide the contractor through bidding and execution of the project. The accompanying diagrams are profiles of the lagoon to aid in estimating the volume of sediment to be removed.



Figure 1: Aeration Lagoon Project Area

The aeration lagoon is located at the end of M Street SW in Tumwater, WA, on the west side of parcel No. 09470051000.

SCOPE OF SERVICES TO BE PROVIDED BY CITY

Task 1	Permitting: City shall coordinate with contractor to secure all required permits, including but not limited to, Hydraulics Projects Approval and SEPA Checklist
Task 2	Contractor Acquisition & Management: City will solicit and hire an appropriate contractor to assist with the execution of the project. Anticipated deliverables include: <ul style="list-style-type: none"> • Health and Safety Plan • Construction Site Work Plan <ul style="list-style-type: none"> ○ Construction Procedures ○ Environmental Protection Procedures • Fish Protection and Relocation Plan • Water Quality Monitoring Plan • Sediment Disposal Plan
Task 3	Dredge aeration lagoon: City will work with contractor to restore aeration lagoon profiles to the 2001 original profile as noted in figures 2- through 4, below. City will also work with contractor to reestablish the staff gauge in the lagoon at the correct depth, if needed.
Task 4	Dispose of sediment properly: City will dewater the dredged sediment, and ensure all sediments removed from aeration lagoon are properly disposed.
Task 5	Project Summary Report: City will prepare a project summary report for WSDOT detailing key project elements and demonstrating compliance with US EPA requirements for maintenance.

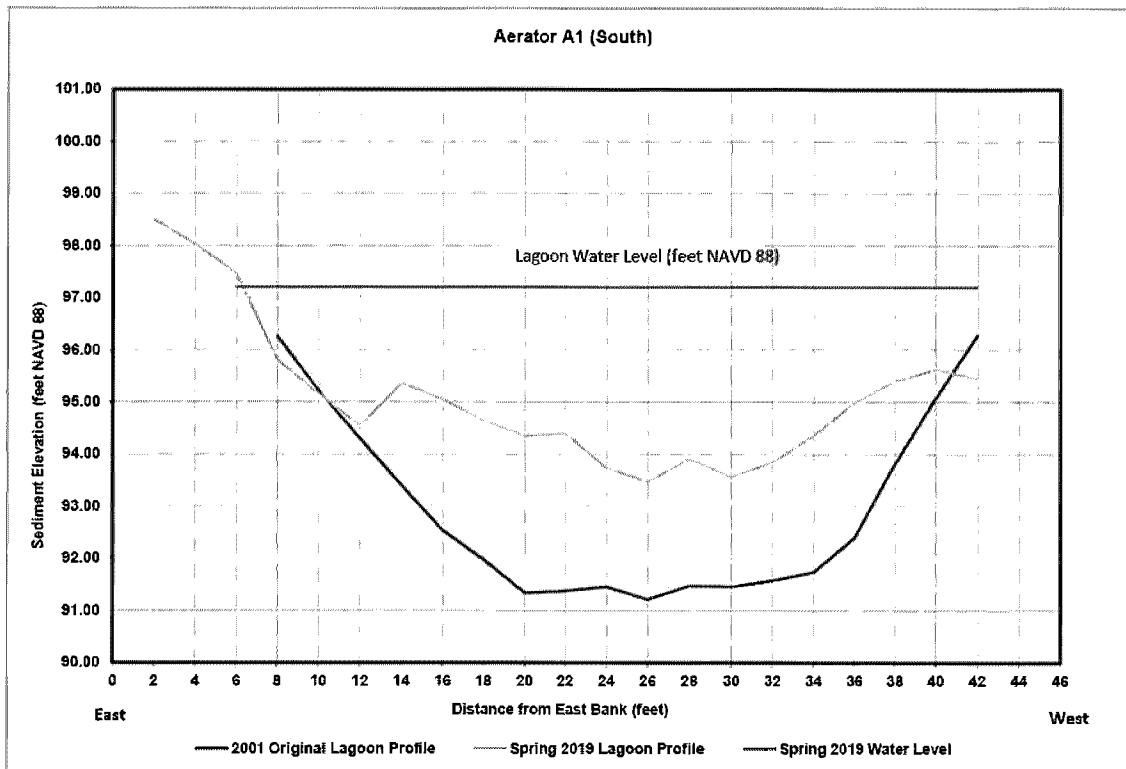


Figure 2: South transect of aeration lagoon.

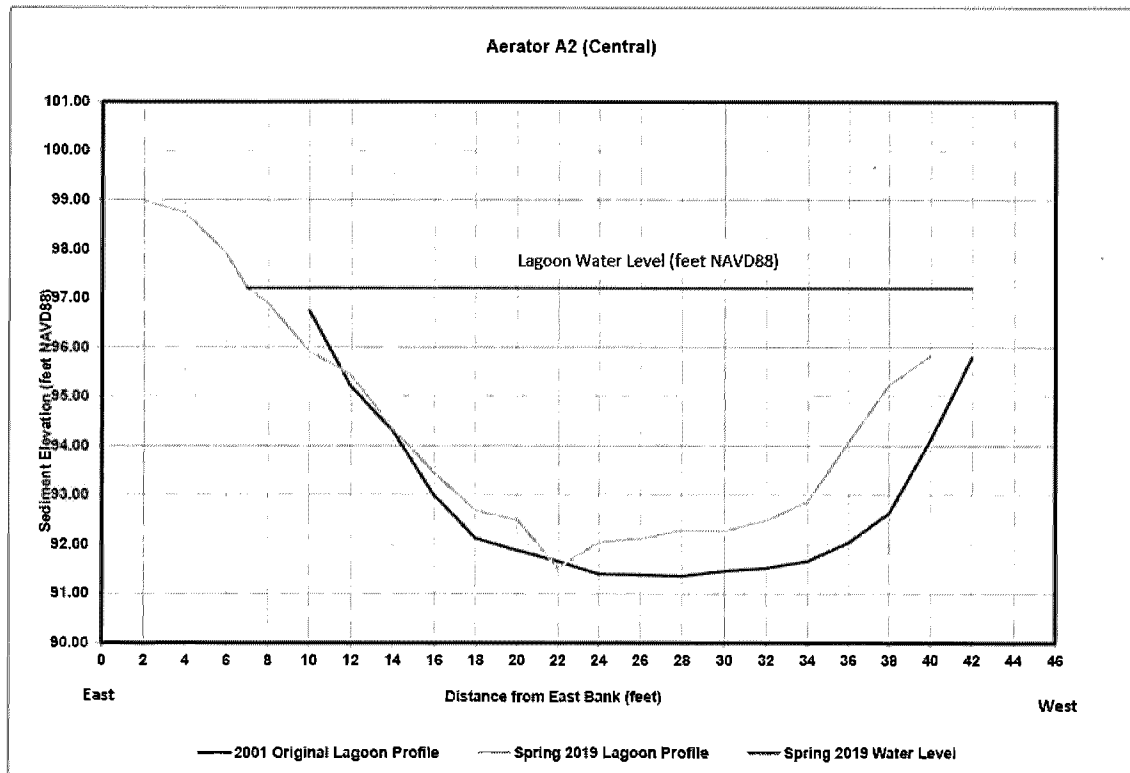
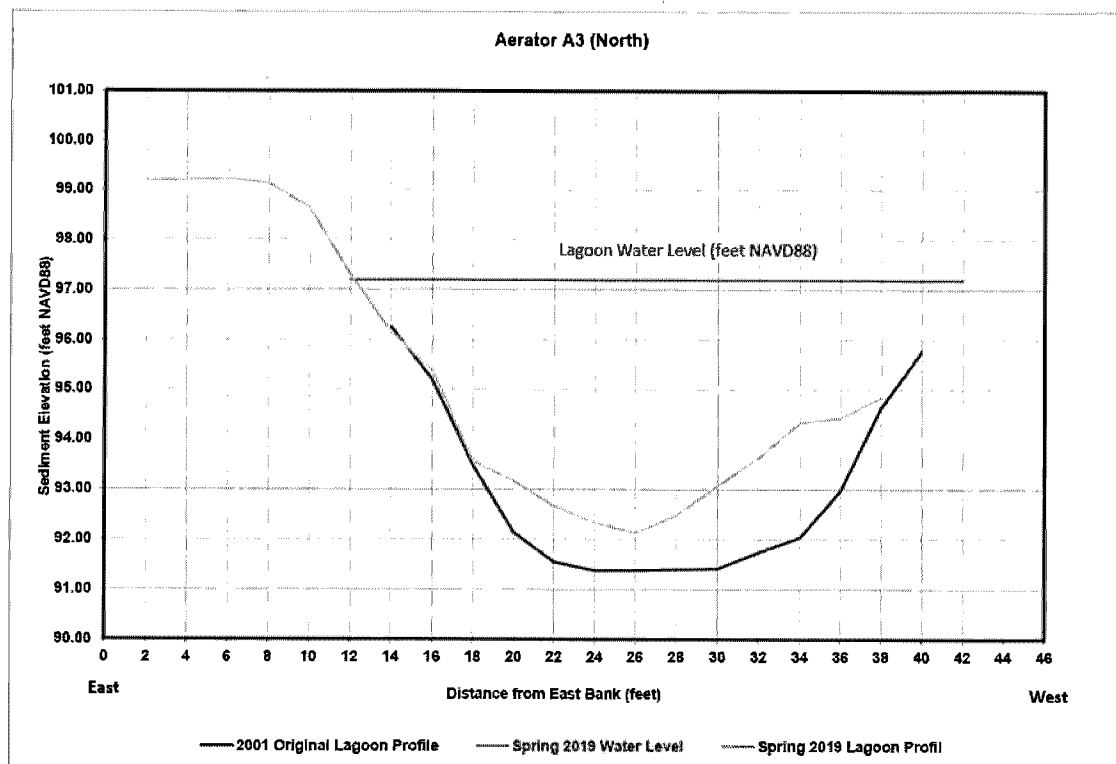


Figure 3: Central transect of aeration lagoon.



TO: Public Works Committee
FROM: Dave Kangiser, Water Resources Specialist
DATE: April 6, 2023
SUBJECT: FY 2021-23 Capacity Grant Agreement with the WA Department of Ecology
Amendment No. 1

1) Recommended Action:

Recommend the City Council approve and authorize the Mayor to sign Amendment No. 1 to the 2021-23 Capacity Grant supporting the City's stormwater program.

2) Background:

The Capacity Grant is issued by the Department of Ecology to support implementation of water quality efforts related to stormwater permit compliance. This grant has been used to purchase equipment and supplies related to stormwater maintenance activities and also helps fund trainings, educational materials, and spill response supplies. An amendment is being offered as additional funding was provided to the 2021-23 Capacity Grant Funding Program by the State Legislature. The purpose of this amendment is to increase the grant funding by \$25,000. The grant contract period will extend from March 31, 2023 to June 30, 2023 to allow more time for the expenditure of additional funds. The additional funds will be used to support Stormwater Management Action Plan implementation tasks such as developing an ambient water quality monitoring program and increasing the number of pet waste stations in sensitive areas.

3) Policy Support:

Environment: We act to preserve and enhance the natural environment and the social fabric of our community.

4) Alternatives:

☐ Do not accept the additional \$25,000 for stormwater compliance efforts.

5) Fiscal Notes:

This amendment adds \$25,000 to the Stormwater Fund to help meet stormwater permit requirements. No additional match is required of the City.

6) Attachments:

- A. Stormwater Capacity Grant Agreement with Department of Ecology Amendment No. 1
- B. Stormwater Capacity Grant Agreement with Department of Ecology



AMENDMENT NO. 1
TO AGREEMENT NO. WQSWCAP-2123-Tumwat-00217
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Tumwater

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Tumwater (RECIPIENT) for the 2021-2023 Biennial Stormwater Capacity Grants (PROJECT).

The purpose of this amendment is to increase the grant funding by an additional \$25,000. The grant end date will also be extended from the original end date of 3/31/23 to 6/30/23 to allow more time for the additional funding to be utilized.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 50,000.00 Amended: 75,000.00

Total Eligible Cost:

Original: 50,000.00 Amended: 75,000.00

Expiration Date:

Original: 03/31/2023 Amended: 06/30/2023

CHANGES TO THE BUDGET

Funding Distribution EG220381

Funding Title: 2021-23 capacity grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCA

City of Tumwater

2021-2023 Biennial Stormwater Capacity Grants Project

Agreement No. WQSWCAP-2123-Tumwat-00217

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 73,500.00

Total: \$ 75,000.00**CHANGES TO SCOPE OF WORK**Task Number: 1 **Task Cost: \$1,500.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements.

Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

* Properly maintained project documentation.

City of Tumwater

2021-2023 Biennial Stormwater Capacity Grants Project

Agreement No. WQSWCAP-2123-Tumwat-00217

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

CHANGES TO SCOPE OF WORK

Task Number: 2

Task Cost: \$73,500.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior

City of Tumwater

2021-2023 Biennial Stormwater Capacity Grants Project

Agreement No. WQSWCAP-2123-Tumwat-00217

to awarding funding for monitoring.

Monitoring, including:

- a) Development of applicable QAPPs.
- b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

City of Tumwater
 2021-2023 Biennial Stormwater Capacity Grants Project
 Agreement No. WQSWCAP-2123-Tumwat-00217

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0 %	\$ 0.00	\$ 75,000.00	\$ 75,000.00
Total		\$ 0.00	\$ 75,000.00	\$ 75,000.00

City of Tumwater

2021-2023 Biennial Stormwater Capacity Grants Project

Agreement No. WQSWCAP-2123-Tumwat-00217

AUTHORIZING SIGNATURES

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

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2022.

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

Washington State
Department of Ecology

City of Tumwater

By: _____

Vincent McGowan, P.E.

Date

Water Quality

Program Manager

By: _____

Dan Smith

Date

Director

Debbie Sullivan

Mayor_____
Date

Template Approved to Form by
Attorney General's Office



Agreement No. WQSWCAP-2123-Tumwat-00217

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Tumwater, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

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State of Washington Department of Ecology

Page 2 of 21

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520

DUNS Number: 038517355

UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501Physical Address: 555 Israel Road SW
Tumwater, Washington 98501**Contacts**

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

Project Manager	Dave Kangiser Water Resources Specialist 555 Israel Road SW Tumwater, Washington 98501 Email: dkangiser@ci.tumwater.wa.us Phone: (360) 754-4140
Billing Contact	Tami Petterson Department Assistant II 555 Israel Road SW Tumwater, Washington 98501 Email: tpetterson@ci.tumwater.wa.us Phone: (360) 754-4180
Authorized Signatory	Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

State of Washington Department of Ecology
Agreement No: WQSWCAP-2123-Tumwat-00217
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Tumwater

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.


This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

DocuSigned by:

By: On behalf of
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Vincent McGowan, P.E.
Water Quality
Program Manager

Date
9/15/2022

Template Approved to Form by
Attorney General's Office

City of Tumwater

DocuSigned by:

By: 07FAEFB262DC414...

Dan Smith
Director

Date
9/14/2022

DocuSign Envelope ID: 9EA6A242-94AD-44AF-9482-549619C3017F

State of Washington Department of Ecology

Page 6 of 21

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

Debbie Sullivan

DocuSigned by:

Debbie Sullivan

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Mayor

Date

9/13/2022

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

SCOPE OF WORKTask Number: 1 **Task Cost: \$1,500.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements.

Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

* Properly maintained project documentation.

Recipient Task Coordinator: Tami Peterson

Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2

Task Cost: \$48,500.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
 - 2) Public involvement and participation activities.
 - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
 - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
 - 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
 - 6) Annual reporting activities.
 - 7) Establishing and refining stormwater utilities, including stable rate structures.
 - 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
 - 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
 - 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Dave Kangiser

Permit Implementation**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

DocuSign Envelope ID: 9EA6A242-94AD-44AF-9482-549619C3017F

State of Washington Department of Ecology

Page 10 of 21

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

BUDGET**Funding Distribution EG220381**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2021-23 capacity grant

Funding Type:

Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date:

03/31/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 48,500.00

Total: \$ 50,000.00

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <https://sam.gov/SAM/> exclusion list.

State of Washington Department of Ecology
 Agreement No: WQSWCAP-2123-Tumwat-00217
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

State of Washington Department of Ecology
 Agreement No: WQSWCAP-2123-Tumwat-00217
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-Tumwat-00217

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions