



CITY OF  
**TUMWATER**

**PUBLIC WORKS COMMITTEE - AMENDED  
MEETING AGENDA**

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

**Thursday, July 18, 2024  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, June 6, 2024
- [4.](#) LOTT Deschutes Valley Properties Purchase Update (Water Resources & Sustainability Department)
- [5.](#) Three Lakes Crossing Oversizing Agreement (Transportation & Engineering Department)
- [6.](#) Small Works Contract for the Palermo Security Fence Replacement Project with West Coast Fence Pros, LLC (Water Resources and Sustainability Department)
- [7.](#) Urban & Community Forest Grant Acceptance Agreement with River Network (Water Resources and Sustainability Department)
- [8.](#) Small Works Contract with Construction, Inc. for Crosby House Foundation Repair (Parks & Recreation Department)
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/86356184710?pwd=G2ZDbnlhZbYaEuALDnl9lfbfAp1A0O.1>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 863 5618 4710 and Passcode 813524.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto: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](mailto:CityClerk@ci.tumwater.wa.us)

**Accommodations**

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**TUMWATER PUBLIC WORKS COMMITTEE  
MINUTES OF VIRTUAL MEETING  
June 6, 2024 Page 1**

**CONVENE:** 8:00 a.m.

**PRESENT:** Chair Eileen Swarthout and Councilmember Michael Althausen.

Excused: Councilmember Angela Jefferson.

Staff: City Administrator Lisa Parks, Water Resources & Sustainability Director Dan Smith, Transportation & Engineering Director Brandon Hicks, Engineering Services Manager Bill Lindauer, Transportation Engineer I Bernie Gertje, Deputy City Clerk Marnie McGrath, and Administrative Assistant Bonnie Hale.

**APPROVAL OF  
MINUTES:  
PUBLIC WORKS  
COMMITTEE,  
MAY 9, 2024:**

**MOTION:** Councilmember Althausen moved, seconded by Chair Swarthout, to approve the minutes of May 9, 2024, as published. A voice vote approved the motion.

**AUTHORITY TO  
SOLICIT BIDS  
AND  
RECOMMEND  
AWARD FOR  
THE LINWOOD  
AVENUE  
SIDEWALK,  
SUSITNA LANE  
TO 2ND AVENUE  
PROJECT:**

Manager Lindauer reported the request is to approve the solicitation for bids for the Linwood Avenue Sidewalk, Susitna Lane to 2<sup>nd</sup> Avenue project.

The project was included in the Capital Facilities Plan and listed in the State Transportation Improvement Program (STIP). Funding was received from the Transportation Improvement Board. The main goals are to provide multimodal improvements to the area along Linwood Avenue for bike mobility, pedestrian mobility, and traffic calming and safety features. A roadway maintenance component is included in the project to upgrade the roadway.

Manager Lindauer displayed a project illustration identifying the project site. Most of the project is limited to the Linwood corridor with some work along G Street for curb returns and sidewalk improvements to 6<sup>th</sup> and 7<sup>th</sup> Avenue to expand pedestrian continuity. The project is adjacent to Michael T. Simmons Elementary School, the Tumwater School District Office, and the North End Fire Station.

Councilmember Althausen questioned whether there would be any improvements in the area of Lake Park Drive. Manager Lindauer advised that infill is included in the project scope with new sidewalk added in some locations. That portion of the sidewalk located on the south side and west of Lake Park Drive will include a new portion of sidewalk.

Manager Lindauer reported roadway improvements include asphalt grinding and inlay of the entire roadway and repairing distressed areas in the road. The scope also includes sidewalk reconstruction of failing sidewalk or sidewalk not meeting ADA compliance. Some portions of new sidewalk will be added to provide continuity for pedestrians through the project site to benefit the school. Curb bulb-

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**MINUTES OF VIRTUAL MEETING**  
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outs will be installed at several intersections for traffic calming and reduction in vehicle speeds. Lake Park Drive intersection improvements include correcting the alignment to assist drivers as they approach Linwood Avenue to execute a left or right turn safely. The project includes some channelization and curbing to align the approach to some extent. The project also includes minor storm drainage improvements by adding storm drainage enhancements and upgrading any surface grates within the project limits. The scope includes reinstallation of all surface iron with contract collars to prolong the life and pavement markings and select signage throughout the project site.

The project site is heavily traveled with close proximity to the elementary school, fire station, and neighborhoods. Traffic control by the contractor includes one lane closure on either the north or south side to accommodate construction activities. One side will be closed but two-way traffic will be maintained with one lane alternating during construction of curb bulb-outs. The paving operation will require one-lane alternating to accommodate paving on each side of the roadway.

Councilmember Althaus asked about coordination with the fire department for access to respond to emergency calls. Manager Lindauer explained that all emergency vehicles have full priority during closures of a lane of traffic through the construction site. The project is similar to the Israel Road project that involved close coordination between the fire station and the contractor to ensure emergency vehicle access was maintained.

Staff contacted the fire department and the school to review the project scope. The intent is to complete a majority of the work before school opens in September. The school and school district are aware of coordination plans. The project includes a number of adjacent property owners who have placed personal items within the public right-of-way, such as plants, fences, and other improvements installed over time. Those right-of-ways are required for the project. Staff identified all impacts and plans to outreach and coordinate with each property owner to remove items from the right-of-way.

The estimated construction cost range is \$1,150,000 to \$1,450,000. Funding was provided by the Transportation Improvement Board (\$371,250 in fuel tax) and another \$22,500 for project design. The Tumwater Transportation Benefit District and the Transportation CFP will split remaining costs. The anticipated construction schedule calls for the release of the construction bid in June 2024 with construction beginning in mid-July through October 2024 with the project substantially completed by October 2024. A majority of the work would likely be completed in August.

Chair Swarthout questioned the street side selection from the section from Lake Park Drive to Susitna lane. That area is located along the tree side, appears to lack sufficient land, and slopes along the area. Manager Lindauer affirmed the street side includes an existing one-foot asphalt shoulder and several feet of a flat area sloping to a change in elevation. The design team was aware of the conditions



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from a design perspective. The area also includes existing older maple trees that might be affected. Staff is working with the Community Development Department on whether removal of trees might be required and the appropriate species of any replacement trees.

Chair Swarthout questioned why the opposite side of the street was not selected for the improvements. Manager Lindauer responded that both sides of the street are encumbered by elevational changes. The south side of the street appeared to be a better area for the improvements. Eventually, sidewalks will be completed on both sides of the street.

Chair Swarthout reviewed the recommended action by the committee.

**MOTION:**

**Councilmember Althausser moved, seconded by Chair Swarthout, to authorize staff to: (1) solicit bids for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project, (2) recommend City Council award and authorize the Mayor to sign a Public Works Contract with the lowest responsible bidder and place on the June 25, 2024, City Council meeting consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.**

**GOLF COURSE  
STORMWATER  
RETROFIT  
GRANT  
AGREEMENT  
WITH DEPT OF  
ECOLOGY  
AMENDMENT 1:**

Director Smith reported the request is an extension of time for the grant received by the City for stormwater facilities as a component of the golf course parking lot reconstruction project. The extension would be from January 31, 2024 to October 2025 to align the project for the needs of the Parks and Recreation Department and its construction window for the parking lot improvements over the next construction season. The extension of the grant was previously approved by the Department of Ecology.

The golf course has a number of catch basins discharging directly to the Deschutes River. The project provides stormwater treatment before discharging to the river. The project also supports the certification of the golf course as a Salmon Safe golf course. The certification is scheduled for renewal later in the year with the committee scheduled to receive a briefing on the recertification of the golf course.

Chair Swarthout asked whether the project is currently in design with no bids released at this time. Director Smith affirmed the project has not been released for bidding pending the final design and obtaining permits. The extension enables additional time to complete that work with construction scheduled in summer 2025.

Chair Swarthout reviewed the proposed action by the committee.

**MOTION:**

**Councilmember Althausser moved, seconded by Chair Swarthout, to place the Golf Course Stormwater Retrofit Grant Agreement with Department of Ecology Amendment 1 on the July 2, 2024, City Council meeting consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.**

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**MINUTES OF VIRTUAL MEETING**

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**ADJOURNMENT:**    **With there being no further business, Chair Swarthout adjourned the meeting at 8:23 a.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

TO: Public Works Committee  
FROM: Dan Smith, Director – Water Resources & Sustainability  
DATE: July 18, 2024  
SUBJECT: LOTT Deschutes Valley Properties Purchase Update

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1) Recommended Action:

None. This is an update only.

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2) Background:

In late 2011, LOTT acquired former Brewery properties in the Deschutes valley intending to construct a satellite reclaimed water treatment plant. Recent capital planning efforts revealed alternatives for reclaimed water production at existing facilities, and the Deschutes valley properties have been declared surplus. In November 2023, the City and LOTT executed an agreement to allow the City time to conduct due diligence regarding a potential acquisition of the properties. SCJ Alliance completed their work recently providing the City sufficient justification to move to the next step. Staff will provide an overview of the initial assessment and outline considerations that will be necessary to negotiate a purchase and sale agreement with LOTT.

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3) Policy Support:

1. Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being.
  2. Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
  3. Be a Leader in Environmental Sustainability – Include environmental protection in City projects.
- 

4) Alternatives:

- ☐ Do not continue to pursue acquisition of the properties.
- 

5) Fiscal Notes:

SCJ Alliance completed the assessment on time and under the allocated budget. Acquisition of the properties will be divided among the funds appropriate for the associated future land uses. Purchase price will be determined following review of remaining considerations and negotiations with LOTT.

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6) Attachments:

- A. LOTT Deschutes Valley Property Assessment

# Deschutes River Valley Feasibility Report

City of Tumwater

Considering the Acquisition of

Parcels 09470003000, 09470045000, and 09470021000

**Prepared For:**

Dan Smith/Water Resources & Sustainability Director/City of Tumwater  
555 Israel Road SW, Tumwater, WA 98501

**Prepared By:**

SCJ Alliance  
Bill Dunning, PE, Principal  
8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516  
360.352.1465

June 18, 2024



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## **Appendix A**

Deschutes River Valley Feasibility Considerations  
 E Street Extension Study (Dec 2018) with Appendices  
     Alternatives Analysis – Crossing Locations  
     Alternatives Analysis – E Street Connection Alternatives  
     Retaining Wall Design  
     Flood Plain Impacts  
     Bridge Concepts  
     Geotechnical Evaluation  
     Environmental Screening  
     Railroad Crossing Coordination (HDR)  
     Traffic Analysis/Phased Construction

Railroad Crossing Coordination (HDR)  
Traffic Analysis/Phased Construction

**Appendix B**

Phase I ESA, July 2011 (TPNs 09470047000, 09470045000, 09470003000) by reference  
Phase I ESA, April 2013 (TPN 09470021000) by reference only  
Cultural Resources, Existing Ordinances and Property Constraints Memo, Nov 2014  
Revised Conditions Assessment Summary & Prioritization Memo, August 2016

## EXECUTIVE SUMMARY

In 2011, LOTT purchased three parcels with the intent of using these properties in conjunction with expanding their regional service capacity. We understand that LOTT no longer intends to use these parcels for that purpose and is interested in selling the property.

### Property Description

The subject parcels are located in the City of Tumwater within the Deschutes River Valley, situated east of Capital Boulevard, west of Cleveland Avenue, north of the Tumwater Valley Municipal Golf Course, and south of the South Bates Subdistrict properties. The parcels have previously been developed as Light Industrial and Commercial uses as part of the former Olympia Brewery and are specifically identified as Thurston County Tax Parcels: 09470003000 (West Parcel), 09470045000 (East Parcel), and 09470021000 (Southeast Parcel). The three parcels are 18.53, 19.28, and 7.0 acres in size, respectively. In total, the Site is approximately 44.81 acres in size. See Figure 1.

We understand that there is a measure of concern regarding encountering subsurface environmental contamination, regarding the challenges of new development taking place within the floodplain and regarding the ability to obtain suitable access to the parcels. We also understand that, at some level, these three development concerns contributed to LOTT's decision not to expand their facilities on this site. These three areas of concern are reviewed further in this Feasibility Report.

### Purpose of this Feasibility Report

In the interest of furthering the goals and objectives of the City of Tumwater as identified in the City's Comprehensive Plan and the Brewery District Plan, the purchase of these three parcels is being considered by the City. Previously identified City Goals and Objectives are listed in Section 1.3. Project Goals and Objectives specific to the Brewery District Plan are provide in Section 1.4. As indicated in Figure 1.1 from the Brewery District Plan, the Plan has 4 Project Goals with 22 supporting objectives. The proposed acquisition of the LOTT properties has the opportunity to provide direct or indirect benefits in support of all four goals, most specifically relating to transportation, economic opportunity and creating a stronger sense of place throughout the District. Objectives 1c, 2a, 2d, 3b, and 4b, identified in Figure 1.1, have the potential to be the most notably benefited through the acquisition and redevelopment of the subject parcels.

### Feasibility Report Scope

This report reviews and summarizes aspects of City of Tumwater, LOTT and Capital Salvage studies, reports, and documentation to identify potential conditions, constraints, opportunities, and costs associated with potential City of Tumwater ownership and development of these properties in light of the City's stated objectives for the properties.

The factors considered in this report include land use considerations, physical and environmental characteristics, technical and constructibility matters, market demand, financial viability, and regulatory considerations. We understand that the City will utilize this information as an added point of reference along with other considerations and studies in evaluating whether it is in the City's best interest to purchase the subject parcels. This report is not intended to be comprehensive and is based upon third party reports and information provided by the City and others as noted within this report.



### **Constraints on Land Use**

Since the parcels are situated within the 100-year floodplain, are adjacent to the Deschutes River and also are affected by the presence of the Union Pacific Railroad, land use options are limited. It should also be noted that there is no existing public access serving these three parcels. The complications and potential solutions related to property access are addressed within the report.

### **Floodplain Filling and Mitigation for Alternate Types of Development**

Based upon previous flood plain analysis performed for this portion of the Deschutes Valley, the potential exists to raise the ground surface elevation within a portion of the flood plain to allow for the construction of structures (buildings). However, this would also require lowering a portion of the flood plain to compensate for any lost flood volume.

### **E Street Extension**

In 2018, the City of Tumwater explored creating a link across the Deschutes Valley so that regional traffic could be routed away from Custer Way. The extension of E Street across the valley to reroute traffic would enable the creation of a new Brewery District Hub with a strong active transportation emphasis (manual mobility, such as pedestrian and cycling). The preferred transportation alternative of the 2018 study was the elevated connector roadway, which would begin at the intersection of Capitol Boulevard and E Street (with a new roundabout) and extend easterly as a bridge going over the Deschutes River and Union Pacific Railroad where it would then provide access to the east side of the railroad tracks. From there, the road is proposed to proceed up the eastern valley slope and tie into Cleveland Avenue (with a new roundabout).

### **Access Across the Valley Floor**

The Deschutes River and Union Pacific Railroad divide the valley floor into three distinct areas. Access to these areas is complicated by the reality that the valley floor is substantially lower in elevation than Capitol Boulevard to the west and Cleveland Avenue to the east. When the E Street Connection is built, the existing private bridge over the Deschutes River from Capitol Boulevard will no longer be present to provide access to the property east of the river.

We understand that the existing private access to the north, known as Boston Street, likely will not be available to provide access to this parcel. Since the UPRR right-of-way limits access from the east, constructing a new bridge over the river from Tumwater Valley Drive (to the west) may be the only means of access for this parcel.

### **Interim UPRR License Agreement Conditions**

Prior to construction of the E Street Connector, the East Parcel and Southeast Parcel will continue to rely upon the existing UPRR agreement for site access use. Since the existing License Agreement between LOTT and UPRR will terminate when the properties transfer ownership, it will be necessary for the City to negotiate a new License Agreement with UPRR.

### **Habitat: Existing Conditions and Mitigation Opportunity**

Over the years that the Olympia Brewery was constructed, the Deschutes River was partially relocated and developed as an industrial use. City acquisition of LOTT's West Parcel provides an opportunity to enhance the riparian corridor and create new habitat. We understand that enhancement of this riparian corridor could be performed as part of mitigation associated with potential habitat-related impacts of constructing the E Street Extension and also for other city projects.

### **Temporary Parking for Infrequent Events**

The City of Tumwater utilizes the Tumwater Valley Golf Course driving range acreage to provide events to the community at various times throughout the year. South Puget Sound Community College's nearby Craft Brewery Amphitheater also provides events to the community and utilizes this parking area. The Artesian Family Festival & Thunder Valley Fireworks Show on July 4<sup>th</sup>, draws thousands of participants, creating the greatest need for temporary parking in the area, requiring up to 1,500 parking spaces.

### **Parking Lot Access and Design Criteria**

Four temporary parking scenarios have been proposed in coordination with the City. The first scenario depicts the maximum parking available on the property east of the Deschutes River and west of the railroad tracks, similar to how parking has been provided in recent years during the 4<sup>th</sup> of July celebration. The second parking scenario identifies the amount of property that would be required to accommodate 1,500 parking stalls, which is the anticipated number of stalls that are needed for the same event. The third scenario shows the amount of parking available west of the railroad if riparian buffer enhancements are created along the east side of the Deschutes River. In this event additional parking would be needed east of the railroad tracks to provide a minimum of 1,500 parking stalls. The fourth scenario depicts all of the parking being located east of the railroad tracks once access is provided to that area via construction of the E Street Connector.

### **Environmental**

When LOTT evaluated their purchase of the subject properties, they contracted with Brown & Caldwell to perform a Phase 1 Environmental Site Assessment. Their 2011 Phase 1 ESA identified potential areas of concern and included recommendations for actions to further investigate the areas of potential concern. We understand that LOTT has not performed a Phase II Environmental Site Assessment on these properties and purchased the property from Capital Salvage in an "as-is" condition, including with regard to the potential soil and groundwater contamination.

As part of this Feasibility Report, Landau Associates visited the site to observe the existing conditions. They also performed an independent review of Brown & Caldwell's 2011 and 2013 Phase I Environmental Site Assessment. Please refer to Section 9 of this Feasibility Report for additional information pertaining to the areas of potential environmental concern, including information regarding actions taken by LOTT to address some of the areas identified in Brown & Caldwell's report. This Feasibility Report includes a list of actions that are recommended as part of the environmental due diligence process prior to acquisition of the parcels.

### **City Goals and Objectives potentially furthered through Property Acquisition**

Based upon the review performed in this Feasibility Study, City of Tumwater ownership of the subject parcels could further City goals pertaining to:

- 1) Transportation - obtaining a significant portion of the right-of-way required to extend E Street across the valley floor between Capital Boulevard and Cleveland Avenue (per Brewery District Plan active transportation objectives)
- 2) Habitat Creation/Enhancement - procure property along the east side of the Deschutes River to enhance the riverine buffer
- 3) Parks & Recreation – promote managed access to the Deschutes River for trails, rafting and other outdoor related recreation and sports opportunities, including playfields.
- 4) Parking – provide a city managed permanent solution to parking for city and craft district related events.
- 5) Economic Development – utilize these properties in a manner that aligns with the goals and objectives of the Brewery District Plan as a means of encouraging private development opportunities in the immediate and surrounding area.

As the city evaluates options for the use of the property, we understand that additional cost analysis will also be required to reflect those proposed land use scenarios. How these costs affect the desirability of owning the parcels should also be considered prior to purchase of the property.

### **Considerations prior to Land Acquisition**

At the end of this report is a chart entitled *Considerations Prior to Property Acquisition*. The items on this chart have been compiled from the various sections of the report to assist the city in tracking due diligence concerns identified in this feasibility review. The chart is not intended to be an exhaustive list of due diligence items that may be of concern to the City. For that reason, we have provided a copy of the chart in digital format for the City's use in adding to the list as the City considers the benefits, liabilities and costs that may be associated with ownership of the parcels.

## **1. Introduction**

### **1.1 Purpose**

In the interest of furthering the goals and objectives of the City of Tumwater Comprehensive Plan and Brewery District Plan, the City is considering the purchase of three parcels of land (Thurston County TPNs 09470003000, 09470045000, and 09470021000). These parcels are located on the Deschutes River Valley floor and currently owned by LOTT Clean Water Alliance. Please refer to Figure 1.1.

### **1.2 Feasibility Report**

This report reviews and summarizes aspects of City of Tumwater, LOTT and Capital Salvage studies, reports and documentation to identify potential conditions, constraints, opportunities and costs associated with potential City of Tumwater ownership and use of these properties. The goals and objectives associated with use of the property are summarized below in *Section 1.3 City Goals and Objectives in Considering the Acquisition of LOTT Parcels* and also in *Section 1.4 City Specific Goals as identified in Brewery District Plan*.

The factors considered in this report include land use considerations, physical and environmental characteristics, technical and constructability matters, market demand, financial viability, and regulatory considerations. We understand that the City will utilize this information as an added point of reference along with other considerations and studies in evaluating whether it is in the City's best interest to purchase the subject parcels. This report is not intended to be comprehensive and is based upon third party reports and information provided by the City and others as noted within this report.

This feasibility report addresses: transportation elements relevant to the E Street Connection, habitat improvements along the Deschutes River, Concept Plans for temporary parking and pedestrian access for City-sponsored events, flood mitigation considerations, a summary of railroad crossing access considerations, an updated estimate of transportation improvement costs associated with the proposed improvements, safety & security recommendations, a summary of the potential costs mentioned in this report, and an overview of the environmental areas of concern on the site along with recommendations.

Reports and Studies reviewed and utilized in this report include those listed in the Table of Contents and Appendices.

### **1.3 City Goals in Considering the Acquisition of LOTT Parcels**

It is anticipated that by owning these parcels, the City of Tumwater would further city goals pertaining to:

- 1) Transportation - obtaining a significant portion of the right-of-way required to extend E Street across the valley floor between Capital Boulevard and Cleveland Avenue (per Brewery District Plan active transportation objectives),
- 2) Habitat Creation/Re-establishment - procure property along the east side of the Deschutes River to enhance the riverine buffer,

- 3) Parks & Recreation – promote managed access to the Deschutes river for trails and rafting and other outdoor related recreation and sports opportunities,
- 4) Parking – provide a city managed permanent solution to the on-going parking need for city and craft district related events, and
- 5) Economic Development – utilize these properties in a manner that aligns with the goals and objectives of the Brewery District Plan as a means of encouraging private development opportunities in the immediate and surrounding area.

#### **1.4 Specific Goals as identified in Brewery District Plan**

In 2014, the City of Tumwater completed the Brewery District Planning study to explore development opportunities for this portion of the community and to consider what will be required to help facilitate its redevelopment. The Brewery District Planning study identified the high traffic volume utilizing North Street as a primary barrier in furthering the four primary goals of the Brewery District. To address this, the City evaluated several alternate road improvement projects to reroute traffic away from North Street.

Studies indicated that the preferred alternative is to extend E Street from Capitol Boulevard easterly across the Deschutes Valley to a connection point at Cleveland Avenue. This connection will provide two key benefits: It will reroute regional traffic away from North Street to allow for pedestrian friendly development in that area and it also will provide access to the eastern portion of the Deschutes Valley for greater redevelopment opportunities in that vicinity. Acquiring right-of-way for the E Street Connector is a necessary step in moving forward with the E Street Connection project.

Evaluating the benefit of City ownership of the subject parcels is related to the City Goals and Objectives listed above in Section 1.3 as well as the specific Project Goals and Objectives identified by the Brewery District Plan. As indicated on Figure 1.1 from the Brewery District Plan (see below), the Plan has 4 Project Goals with a total of 22 supporting objectives. The proposed acquisition of the LOTT properties has the opportunity to provide direct or indirect benefits to all 4 goals, most specifically relating to transportation, economic opportunity and creating a stronger sense of place throughout the District. Objectives 1c, 2a, 2d, 3b, 3d and 4b on Figure 1.1 appear to have the potential to be the most notably benefited by the acquisition and redevelopment of the subject parcels.

PROJECT GOALS	OBJECTIVES
<b>1. Create a stronger sense of place by facilitating pedestrian access, establishing gathering places for residents and fostering a distinct District identity</b>	a. Evaluate opportunities for a pedestrian-oriented "Main Street"
	b. Consider opportunities for reducing /redistributing wide rights-of-way, where appropriate
	c. Introduce public uses that bring people to the District (suggestions include mini-parks, green spaces, Farmers' Market and establishing a Timberland Library satellite facility in the District)
	d. Evaluate the possibility of creating gateways at key entry points to the District and/or the City, where appropriate and feasible
	e. Facilitate opportunities for pedestrian-oriented, mixed-use and commercial development
	f. Consider providing public art at key locations
	g. Consider use of distinct "branding" through signage and other means to increase sense of place
	h. Work with the Washington State Department of Transportation and other partners to paint murals on the I-5 wall along Deschutes Way that celebrate the history of the District.
<b>2. Improve transportation options, safety and access within and across the District</b>	a. Reduce pressure on over-burdened intersections
	b. Improve transit, bicycle and pedestrian access into the District
	c. Prioritize and implement safety and comfort enhancements for non-motorized users
	d. Update current parking and access management framework
	e. Improve pedestrian and non-motorized connectivity into, within, and across the District – connecting neighborhoods to basic living needs
<b>3. Expand economic opportunity and activity</b>	a. Create opportunities for the development of "third-place"(places people can gather outside of work and home) activity and retail hubs (identified community targets include micro-brewery, coffee shop, senior center)
	b. Attract mixed use, high-density residential uses to increase "foot-traffic" customers in the District
	c. Provide for a mix of home-business and retail uses in the Bates Neighborhood
	d. Identify potential redevelopment scenarios for key opportunity sites with willing land owners
	e. Coordinate with regional workforce, business and economic development partners to track and implement location-appropriate job and industry development opportunities
	f. Implement a Main Street Program or similar effort to actively engage local businesses, land owners and other stakeholders in the revitalization program
<b>4. Improve the function and appearance of the built environment</b>	a. Use design / development standards to create high quality development and create a quality public domain (lighting, sidewalks, signs, etc), and a cohesive look and feel
	b. Explore strategies for minimizing the negative impacts of on-site surface parking
	c. Preserve, highlight and celebrate the District's historic heritage

Figure 1.1: Brewery District Plan Goals and Objectives

5 December 2020

1.3

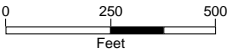


VICINITY MAP



Legend

Scale 1: 5,196



Map Created Using GeoData Public Website  
Published: 3/26/2024

Note:



The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map. Authorized for 3rd Party reproduction for personal use only.

## **2 Site Summary**

### **2.1 Site Assessment**

Previously conducted site assessments addressing physical, historic, cultural and legal conditions and constraints have been reviewed and portions have been summarized in this report. These conditions and constraints have been included in this report to aid the City in considering pertinent issues potentially affecting the responsibilities of owning these properties and the free use of the property for the purposes identified in Section 1.2 of this report. It is also our intent to bring attention to the risks, constraints and opportunities some of which pertain to location, historic land use, adjacent land uses, the presence of critical areas (such as wetlands, riparian corridors and floodplains), geotechnical and ecological characteristics, environmental areas of concern, the potential for cultural resources or artifacts, legal requirements (such as easements, covenants, restrictions) and regulations (such as zoning and development codes).

### **2.2 Property Description**

The Site is located in the City of Tumwater within the Deschutes River Valley situated east of Capital Boulevard, west of Cleveland Avenue, north of the Tumwater Valley Municipal Golf Course and south of the South Bates Subdistrict properties. The Site consists of 3 separate Thurston County Tax Parcels: 09470003000 (West Parcel), 09470045000 (East Parcel), and 09470021000 (Southeast Parcel). The site area has generally been developed for light industrial and commercial use. The three subject parcels are 18.53, 19.28, and 7.0 acres in size respectively. In total, the Site is approximately 44.81 acres in size. See Figures 1.

The site terrain is generally level in the valley floor, with steep slopes along the eastern border rising up to Cleveland Avenue. Along the western border of the West Parcel is the Deschutes River. West of the Deschutes River, the terrain slopes up to the ground elevation of Capital Boulevard.

**Surrounding Area:** The area surrounding the site has a variety of land uses. The area to the north of the site is developed with residential and light commercial uses. The property to the south is the Tumwater Valley Municipal Golf Course. To the east is a cemetery and a mix of commercial uses. The area to the west is developed with light commercial uses.

**Zoning:** The property was previously zoned as Light Industrial. This zoning was changed with the City's adoption of the Brewery District Plan along with its associated Comprehensive Plan and zoning code changes. We understand that the Tumwater Municipal Code and BD zoning allows light industrial use to continue on the property if developed in a manner compatible with surrounding land uses.

**Approximate Elevation and Drainage:** Based upon available GIS data, topography at the site ranges from approximately 97 to 160 feet above mean sea level sloping down to the west with surface water draining to the Deschutes River. The overall basin flows to the north as the river flows toward the Puget Sound. The site soils are predominantly a silt loam with moderate infiltration capacity. The groundwater direction across the site is anticipated to flow to the west-northwest towards the Deschutes River



### **2.3 Property: Current Ownership and Availability**

In 2011, LOTT purchased these parcels with the intent of using the property in conjunction with expanding their regional service capacity. Currently, we understand that LOTT no longer intends to use these three properties for that purpose and is currently interested in selling the properties.

The 2011 and 2013 Phase I Environmental Site Assessments (prepared by Brown & Caldwell), Flood Mitigation Study (prepared by Brown & Caldwell), and the Railroad Crossing Coordination Memorandum (prepared by HDR) address what appears to be the three main areas of difficulty for developing these parcels. We understand that there is a measure of concern regarding encountering subsurface environmental contamination, regarding the challenges of developing within the 100-year floodplain, and regarding the ability to obtain suitable access to the property. The Railroad Crossing Coordination Memorandum by HDR, dated April 17, 2017, addressed issues relevant to the required License Agreement with Union Pacific Railroad for at-grade vehicular crossing over the UPRR rail for vehicular access to LOTT's property. Based upon the access constraints in the current License Agreement between UPRR and LOTT, we understand that the at-grade access agreement is not suitable for the operation of a new regional wastewater treatment facility.

At some level, we anticipate that these three site development concerns contributed to LOTT's decision not to build a regional service facility on this site. These three areas of concern are reviewed further in this Feasibility Report.

### **2.4 Site Maintenance & Security**

From our discussions with Justin Long of LOTT, we understand that the existing structures located on the parcels have been well secured and are not a frequent target for vandalism. Mr. Long also indicated that site security has been managed and paid for by Tumwater Development, LLC. Likely this is the case due to the size and complexity of the Tumwater Development, LLC structures on their adjacent properties and the frequency of vandalism associated with those structures and trespassing on their properties. Given the limited improvements on the LOTT parcels and ease of providing security for those, there has been no request to date for LOTT to assume security responsibility. If the city began to provide security for the subject parcels, we assume that it would be in partnership with Tumwater Development, LLC and the cost for a guard to monitor the subject parcels and intercept potential trespassers to be between \$25,000 to \$60,000 depending upon the level of security and frequency of site monitoring desired.

For property Maintenance, we understand that the structures require minimal care and that the majority of the maintenance work required is associated with care of the vegetation on the site and removal of debris. We recommend that city property maintenance staff assess the scope of work required for this type of maintenance and obtain pricing from contractors for performance of the identified scope of work. This will allow the City to identify an accurate and independent cost of the added burden to the City for maintenance of the subject parcels.

### **2.5 Title Review**

A Title Report was not available for review in association with the preparation of this report. For that reason, it is recommended that a new Title Report be obtained for all three parcels to review easements, covenants and restrictions that may encumber the property. At the time that the city enters

into a Purchase and Sale Agreement (PSA), it is recommended that an ALTA Survey be prepared as part of the PSA's Due Diligence process to delineate easements and other potential encumbrances.

### **3 Land Use & Zoning**

#### **3.1 Brewery District Zoning**

The subject parcels are within the Brewery District (BD) zone, which is intended to “provide for a mix of uses within the former brewery district properties, consistent with the city’s economic development and strategic plans in the final report for the community visioning project for the former Olympia Brewery (TMC 18.27.010).” This portion of the Deschutes River valley floor is noted as “ideal for light industrial uses that do not create compatibility issues with other land uses, and for certain kinds of commercial uses that are most appropriately located as neighbors have industrial uses (TMC 18.27.020.B).”

Given that the property is zoned as BD, we understand that development opportunities will be consistent with the goals of the Brewery District Plan.

#### **3.2 Constraints on Land Use**

As noted in Prime Locations’ March 13, 2024 memorandum (below), options for the use of the valley floor property are limited due to the presence of the 100-year floodplain and a corresponding restriction on new structures being located within the floodplain. For that reason, the valley floor property is noted by Prime Locations as having little marketable value, leaving it better suited for open space, parks or recreation.

Property access is also currently limited since there is no existing public road serving the three parcels. However, the city’s intent to extend E Street across the valley floor and provide new access to the valley floor properties will maximize the potential for redevelopment under the limited uses identified, including for the adjacent parcel owned by Tumwater Development, LLC where the existing warehouse is situated.

#### **3.3 Floodplain Filling and Mitigation for Alternate Types of Development**

In order for a portion of the subject parcels to be redeveloped for uses that include building structures, the building pad areas must be at least 1 foot above the base flood elevation, making it necessary to raise the existing ground elevation within the 100-year floodplain. This type of filling within the floodplain can potentially be permitted by FEMA under the condition that new additional flood storage is provided within the floodplain to compensate for flood storage capacity lost (due to placing the fill). It is also necessary to confirm that any localized changes in the flood elevation comply with FEMA requirements related to localized flood elevations and flow velocities.

#### **3.4 Flood Mitigation Study**

Brown & Caldwell studied multiple scenarios for modifying the floodplain to enable the placement of a new wastewater treatment facility on LOTT’s East Parcel. Based upon this analysis, it appears that the potential exists to raise a portion of the floodplain along the east side of the valley while lowering the ground elevation on the West Parcel. This would create a buildable area for the development of additional land uses within the valley.

In this scenario, excavating soil to create the new floodplain storage capacity could be accomplished in various ways. For example, soil could be excavated in a manner that lowers the average West Parcel ground elevation. Or, if consistent with the City's habitat enhancement plans, a greater depth of soil could be excavated along the east side of the Deschutes River to lower the grade and create additional wetlands within the riparian buffer. As discussed below in *Section 5 The Deschutes River Valley Habitat*, the creation of wetlands would also result in additional wetland buffers that may impact the ability to develop or use portions of the West Parcel.

**Considerations:**

***Development in Floodplain:*** *If purchasing these properties is contingent upon the ability to develop the subject properties with one or more new buildings within the floodplain, then it is recommended that the city identify the size and type of development and the corresponding property area to be raised above the floodplain to accommodate the proposed development. Based upon this information, a more precise flood analysis can be performed to identify the likelihood of FEMA approval and the associated cost.*

***Suitable Property Access:*** *Since there is no public access to the parcels at this time, it is recommended that suitable access be confirmed prior to closing on the property. This is addressed in detail in the following sections of this report.*



## MEMORANDUM

TO: Dan Smith, City of Tumwater

FROM: Zach Kosturos & Joni Baker

DATE: 3/13/24

SUBJECT: Land Use Considerations associated with the E Street Connector

After reviewing the current parcels owned by LOTT and the City of Tumwater, we conclude that there is currently little marketable value in the land as nearly all of it sits in the 100-year flood plain, with several additional critical areas and/or buffers impacting each parcel. Utilizing this land for development would be extremely challenging and costly given the land's current restrictions and the financial barriers associated with development efforts.

The new connector road will bring additional traffic and visibility to all of the parcels mentioned. However, given the challenges mentioned above, we do not believe the new road will result in a substantial increase in land value, as the main challenges associated with these parcels will still exist.

In our opinion, the best use for most of this land would be as open space, a park, or some similar use that benefits the community at large and acts as a draw for people. Doing so will make good use of the land and help the surrounding business community by attracting new patrons to the area while alleviating the current traffic congestion.

One could argue that parcel 09470029000 would see a substantial increase in value on account of traffic being diverted at or near its location. We would generally concur. However, with a multi-lane city road running through that parcel and the associated landscaping buffers, there likely won't be enough land left for viable development. Should the road be positioned otherwise, this parcel could see the largest increase in valuation, in our opinion.

With all of that said, the benefits of the connector road for the Brewery District and the desire for the revitalization of this area are many. Diverting traffic from Custer Way will help alleviate the current bottleneck that occurs during peak traffic hours. The current traffic congestion causes problems for businesses in that area, as their clientele often find their locations difficult to access during these times. Additionally, it creates a safety issue for pedestrian traffic, thus reducing walkability. Creating a connector road will provide much-needed relief in this area and will, likely, create a more viable environment for redevelopment, revitalization, and increased business and pedestrian activity in this corridor.

In addition to the benefits related to Custer Way, the connector road will, in our estimation, provide substantial benefits to the parcels that currently make up the "Brewery Property." Allowing access to the lower portion of the Brewery Property directly from Cleveland Ave opens up a myriad of possibilities for continued use of the old warehouses in the valley. The upper portion of the Brewery Property will also benefit substantially as the alleviation of traffic congestion will allow for easier access. While these parcels may still face substantial challenges with land-use related restrictions, if those can be overcome, the connector road will be a benefit to these parcels.

The other landowners that will benefit the most from the connector road, in our opinion, are the parcels owned by Tumwater Development, LLC on Cleveland Ave and parcel 09470046000 adjacent to the railroad tracks.

Overall, we believe the addition of the connector road will help create a safer and more viable environment in the Brewery District and will attract new investment to the area. Creating this kind of a climate will invite the kind of development needed in the area. If some of the land was turned into a park, recreation center, ball fields, etc., this would bring with it the added benefit of additional commerce to the area, which would further help attract new businesses and investment.

Zach Kosturos  
Joni Baker

Prime Locations, Inc.

## **4 Transportation**

### **4.1 E Street Extension**

The E Street Extension was conceptually studied in 2018 by the City of Tumwater to create a link across the Deschutes Valley so that regional traffic could be routed away from Custer Way to allow for the creation of a Brewery District Hub with a strong active transportation emphasis (manual mobility, such as pedestrian and cycling). The preferred transportation alternative of the 2018 study was the elevated connector roadway which would begin at the intersection of Capitol Boulevard and E Street (with a new roundabout) and extend easterly as a bridge going over the Deschutes River and Union Pacific Railroad where it would then transition to being supported on retaining walls. The retaining wall section would be closer to the existing ground elevation, less costly than a bridge section, and would allow for the roadway to provide access the east side of the railroad tracks. From there, the road is proposed to proceed up the eastern valley slope and tie into Cleveland Avenue (with a new roundabout). The preferred alternative was identified as the ideal balance between construction cost and transportation performance - with integrated access to the east side of the valley being a key component.

The transportation concepts that were explored in 2018 assumed that LOTT would develop a treatment facility in the valley. As noted previously, LOTT has since determined that developing a new facility in the valley is not in the best interest of community needs and LOTT is now considering selling their parcels. City ownership of the parcels would allow more flexibility with regard to future transportation considerations and also with respect to land use/development options relating to these properties.

### **4.2 Access Across the Valley Floor**

The Deschutes River Valley floor is divided into three distinct areas of access due to the presence of the Deschutes River and the Union Pacific Railroad. This access is further complicated by the reality that the valley floor is substantially lower in elevation than Capitol Boulevard to the west and Cleveland Avenue to the east.

Access West of the Deschutes River: The first access area is situated west of the Deschutes River and includes Tumwater Valley Athletic Club and the Municipal Golf Course. A new access serving this area has been constructed immediately south of the Craft Distillery.

Access Between the Deschutes River and Union Pacific Railroad: The second access area is situated east of the Deschutes River and west of the Union Pacific Railroad. This area between the river and the rail includes LOTT parcel 0947003000. This parcel is located west of Tumwater Development, LLC's warehouse property.

Access to this area is challenging in that the main access route, which is the existing private bridge, will at some point need to be removed to accommodate the construction of the proposed E Street Connection elevated roadway. With the removal of the existing bridge, the parcels to the east of the river will no longer have direct access. Two access solutions have been considered. The first access scenario considered obtaining an easement from Tumwater Development, LLC to allow the use of the private road known as Boston Street does not appear to be an option due in part to the limited ability for the property owner to expand the roadway to a suitable width. The second access option is for the City to construct a new bridge extending over the river from Tumwater Valley Drive.

Access East of the Union Pacific Railroad: The third access area is located east of the UP Railroad and currently has limited private access as defined by LOTT's License Agreement with UPRR, which is highly restrictive of at-grade vehicle or pedestrian access.

Currently, there is one private UPRR crossing permitted for LOTT to access their East Parcel and Southeast Parcel. The parcel to the east of the Union Pacific Railroad right of way and north of the LOTT parcel, owned by Tumwater Development LLC, has no railroad crossing rights granted from Union Pacific Railroad. To provide public access to the east side of the valley, a separate road access will need to be constructed. This separate access has been a primary component of the E Street Extension conceptual design and study.

#### **4.3 Interim UPRR License Agreement Conditions**

Prior to construction of the E Street Connector, the subject parcels require reasonable use of an at-grade access to both the East Parcel and Southeast Parcel across UPRR's right-of-way. Since the existing License Agreement between LOTT and UPRR terminate when the properties transfer ownership, it will be necessary for the City to negotiate a new License Agreement with UPRR. We recommend that the City reach agreement with UPRR on the terms of a new License Agreement prior to purchasing the property. We also recommend that the License Agreement negotiation with UPRR include construction related access rights that enable safe and reasonable temporary construction access for the construction of the E Street Connector bridge over the UPRR right-of-way.

#### **4.4 E Street Preferred Alignment and Estimated Cost**

The E Street Connection Alternate 2b Preferred Alignment proposes to cross a portion of the East Parcel (TPN 09470045000) and would also require acquiring right-of-way across the westernmost portion of the property, but would leave the remainder of the property open for development. The preferred alignment impacts the Southeastern parcel (TPN 09470021000) similarly but the parcel is smaller so the impact would affect a greater percentage of the parcel area. Alternate alignment concepts that have been considered impact this parcel to varying degrees.

The December 2018 E Street Extension Corridor Study Conceptual Cost Estimate included an estimate for the cost of the right-of-way acquisition. The Alternate 2b E Street and LOTT Access Cost Estimates, when adjusted to 2024 dollars, include approx. \$317,000 for the cost of right-of-way acquisition from LOTT. If the City purchases the subject parcels from LOTT, then this portion of the right-of-way costs would already be accounted for by the City's investment in the acquisition of these parcels.

As part of the E Street Connector the cost to develop the preferred transportation alternative is estimated to be approximately \$50 to \$52 million in 2024 dollars. Refer to the E Street Extension Corridor Study for additional information.

When pedestrian access is required over the UPRR, we anticipate that this will be accomplished through the addition of stairs between the new E Street sidewalk and the ground elevation on each side of the railroad tracks. The conceptual construction cost for the addition of the stairs on each side of the tracks is estimated to be approximately \$190,000. This cost is not included in the above referenced E Street Extension Corridor budget.





## E Street Connection Exhibit



## Appendix B



**City of Tumwater**  
**E Street Extension**  
**CONCEPTUAL LEVEL ESTIMATE SUMMARY**

	Strategy Description	E Street Extension	LOTT Access	E Street + LOTT Access
<b>A1</b>	Alternative 1 - Bridge to East, Separate LOTT Facility Access	\$41,840,000	\$3,910,000	\$45,750,000
<b>A2</b>	Alternative 2 - Bridge to Southeast, LOTT Facility access from top of hill	\$55,280,000	\$3,810,000	\$59,090,000
<b>A2a</b>	Alternative 2a - Bridge east across railroad ROW, integrated LOTT access on valley floor	\$36,610,000	\$630,000	\$37,240,000
<b>A2b</b>	Alternative 2b - Bridge east across railroad ROW, integrated LOTT access on valley floor with 6% grades	\$35,190,000	\$1,110,000	\$36,300,000

With the construction escalation percentage of 1.42, the preferred alternative A2B, would increase to \$51,546,000

The other sub-alternatives evaluated recently for the City (A2C, A2D, A2E) vary in cost from \$50,000,000 to \$52,000,000

## Appendix B



## ALT 2b - E Street

Element	Element Based Upon		Estimate Measurement	
<b>Roadwork</b>	<b>Estimated Quantities</b>			<b>\$ 24,884,938</b>
	Mobilization	6%	1	\$ 1,671,376
	Clearing and Grubbing	SF	203,000	\$ 46,602
	Roadway Excavation Incl Haul	CY	48,200	\$ 1,205,000
	Roadway Section	SF	166,500	\$ 1,053,945
	Select Borrow	CY	1,000	\$ 15,000
	Embankment Compaction	CY	48,100	\$ 288,600
	Conveyance	LF	3,200	\$ 194,880
	Water Quality/Flow Control	SF	208,000	\$ 473,200
	Bridge	SF	75,000	\$ 16,875,000
	Sidewalk	LF	3,200	\$ 221,760
	Curb and Gutter	LF	3,200	\$ 162,176
	Erosion Control	LF	2,300	\$ 38,640
	Signal	EACH		\$ -
	Illumination	LF	3,200	\$ 213,120
	Undergrounding Power	LF	1600	\$ 84,838
	Permanent Signing	LF	3,200	\$ 12,800
	Wall	SF	38,800	\$ 2,328,000
<b>Right-of-Way</b>				<b>\$ 846,335</b>
	UP Property	SF	10,720	\$ 214,400
	LOTT Property	SF	79,280	\$ 158,560
	Private Property	SF	30,800	\$ 308,000
	Parcels	Value	110,250	\$ 165,375
<b>Engineering</b>	<b>18%</b>			<b>\$ 4,479,289</b>
	Design	10%	1	\$ 2,488,494
	Construction	8%	1	\$ 1,990,795
	<b>Subtotal</b>			<b>\$ 30,210,562</b>
	<b>Conceptual Contingency (20%)</b>			<b>\$ 4,976,988</b>
	<b>Total</b>			<b>\$ 35,190,000</b>

## Appendix B



## ALT 2b - LOTT Access

Element	Element Based Upon		Estimate Measurement	
<b>Roadwork</b>	<b>Estimated Quantities</b>			<b>\$ 752,346</b>
	Mobilization	6%	1	\$ 50,531
	Clearing and Grubbing	SF	58,900	\$ 13,522
	Select Borrow	CY	15,500	\$ 232,500
	Embankment Compaction	CY	15,500	\$ 93,000
	Roadway Section	SF	19,800	\$ 125,334
	Conveyance	LF	550	\$ 33,495
	Water Quality/Flow Control	SF	26,700	\$ 60,743
	Sidewalk	LF	550	\$ 38,115
	Curb and Gutter	LF	550	\$ 27,874
	Erosion Control	LF	550	\$ 9,240
	Illumination	LF	550	\$ 36,630
	Undergrounding Power	LF	550	\$ 29,163
	Permanent Signing	LF	550	\$ 2,200
	Landscaping	LF		\$ -
<b>Right-of-Way</b>				<b>\$ 66,000</b>
	UP Property	SF		\$ -
	LOTT Property	SF	33,000	\$ 66,000
	Private Property	SF		\$ -
	Parcels	Value		\$ -
<b>Engineering</b>	<b>18%</b>			<b>\$ 135,422</b>
	Design	10%	1	\$ 75,235
	Construction	8%	1	\$ 60,188
<b>Subtotal</b>				<b>\$ 953,768</b>
<b>Conceptual Contingency (20%)</b>				<b>\$ 150,469</b>
<b>Total</b>				<b>\$ 1,110,000</b>

**Considerations:**

*As noted above, when the existing private bridge is removed, the parcels to the east of the Deschutes river will no longer have access. We recommend that the City confirm that a suitable access plan has been identified for the parcels located east of the river.*

*Prior to closing on the property, we recommend that the city reach agreement with Union Pacific regarding the terms of a new license agreement with the city. Knowing that one intention in purchasing the property is to obtain the right way for the construction of the E Street extension, we also recommend that the license agreement include the necessary access and use of the UPRR right of way to enable reasonable construction activities.*

*As discussed in Section 6, Temporary Parking for Events, the long-term parking configuration anticipates parking to be located east of UPRR with the E St. connector in place. In this scenario, pedestrian crossing over the UPRR is anticipated to require a grade separated crossing. Refer to Section 6 for additional information.*

## **5 Deschutes River Valley Habitat**

### **5.1 Habitat: Existing Conditions and Mitigation Opportunity**

Over the years that the Olympia Brewery improvements were constructed, the Deschutes river was partially relocated and the natural riverine habitat was filled and developed. City acquisition of LOTT's West Parcel provides an opportunity to enhance the riparian corridor and corresponding habitat. We understand that enhancement of this riparian habitat could be performed as part of mitigation associated with potential habitat related impacts of the E Street Extension and for other city projects.

### **5.2 Site Visit and Riparian Corridor Summary - Landau Associates**

*Based on Landau Associates' preliminary review of site conditions during the February 5, 2024 site visit, readily available online sources, and early [E Street Connector] designs, we anticipate that enhancement or rehabilitation of [up to] the 250-foot<sup>1</sup> regulatory buffer associated with the Deschutes River is able to provide sufficient mitigation area (shown in purple) to offset proposed [E Street Connector] impacts.<sup>2</sup> Based on discussions with SCJ, Landau understands that the City is also considering additional uses for the land adjacent to the mitigation area including a park, industrial uses, or leaving the access road/parking in place. All potential land uses are allowed adjacent to mitigation sites so long as the adjacent land use is approved and does not negatively impact the mitigation site.*

#### **5.2.1 Existing Conditions**

*Currently the low functioning stream buffer consists of degraded vegetated areas and impervious surfaces. The vegetated portion of the buffer is degraded by high invasive species cover. Dominant invasive species within the vegetated portion of the stream buffer include reed canary grass (*Phalaris arundinacea*), English ivy (*Hedera helix*), Himalayan blackberry (*Rubus armeniacus*), and Canada thistle (*Cirsium arvense*). Limited canopy cover south of the E Street Bridge provides some shade, woody debris, and potential habitat for beneficial insects and other food sources for aquatic life.*

*No appreciable overhanging vegetation is present along the right bank of the Deschutes River adjacent to the subject parcel. There is an opportunity for habitat improvement in the riparian areas both north and south of E Street that could be used as mitigation. There is a degraded vegetated area that appears to be below the OHWM north of E Street; this area could potentially be improved and used to offset potential in-stream or overwater impacts.*

*North of the E Street Bridge, impervious surfaces within the stream buffer consist of concrete and packed gravel. Overbank flows from the Deschutes River may access the floodplain within the subject parcels, but the high coverage of impervious surfaces and shoreline protections do not allow for groundwater infiltration or natural meanders. Additionally, the impervious surfaces increase stormwater runoff and pollutant levels during high water events. This section of the Deschutes River is on the 303(d) List for temperature, bacteria, dissolved oxygen, total suspended solids, and pH. Impervious surface removal, invasive species control, and native plant installation are well-suited to the site and would repair the degraded stream buffer functions and address recorded systemic issues locally.*

### **5.2.2 Potential Mitigation**

*Suitable enhancement activities within the potential mitigation area could include invasive species removal, soil amendment, impervious surface removal, and native species planting. Any compensatory mitigation actions will require an approved mitigation plan and annual monitoring (typically 5 years' worth of monitoring) to ensure the project successfully offsets impacts to critical areas and the associated buffers. It is anticipated that permanent protective fencing and signage will need to be installed along the perimeter of the mitigation area.*

*1 Per TMC 16.32.065.C, the City of Tumwater provides an isolated buffer provision in which the approval authority may allow a buffer to be reduced to the functional edge of a buffer should it be interrupted by "topographic breaks (e.g., bluffs) or a legally established road, railroad or other lineal facility or barrier." Should the approval authority find that the north access road or paved parking area functionally isolate the buffer, the regulated buffer width may be reduced to less than 250 feet.*

*2 It is anticipated that a portion of the mitigation potential area will be unusable for mitigation due to the E Street Connector footprint (e.g., bridge pillars, etc.). Italics in Section 5.2 denote text provided by Landau Associates.*

## **5.3 Opportunities and Barriers to Riparian Enhancement along the East Bank of the River**

### **5.3.1 TMC Code: Riparian Buffer Mitigation Standards**

TMC Section 16.32.065.B.4 describes typical riparian enhancement standards that allow for buffer reduction (in this case, from the standard 250 ft to the proposed 150 ft). This Section only applies to buffer areas, not to wetlands or flowing water bodies, which would require a different mitigation approach.

In general, 1. Conifer species are targeted along the bank to encourage future sources of large woody debris (LWD); 2. Invasive or weedy plants are to be removed and replaced with native species; 3. Riprap and related materials along the bank are to be replaced by anchored logs or other appropriate bioengineering materials – however, it should be noted that due to the high flow velocities and more erosive soil characteristics it is recommended to retain the riprap and manmade stabilization methods to protect the downstream areas, such as the hatchery; 4. Deep rooted native plants are to be planted on and near the bank to reduce erosion; 5. Include a vegetated filter strip at least 25-50 ft wide at the outer edge of the riparian habitat area to reduce incoming pollution from adjacent uplands; 6. If

warranted, off-channel habitat enhancement; 7. If warranted, anchored placement of durable LWD or racks in the stream bed; 8 and 9. Removal of roads (parking lots, structures...) and replant with native vegetation, 10. Replace culverts that are barriers to fish migration.

It should be noted that large woody debris likely will not be supported by WDFW Hatchery due to problems that may be associated with woody debris making its way downstream and impacting the hatchery. For this reason, this portion of the river may be best served through reliance upon slope stabilization measures such as rip rap, large stones and cast-in-place concrete slope retainage measures.

### 5.3.2 Mitigation for Direct Impacts to Wetlands or River from Project Development

The onsite wetlands and the River will be regulated as Waters of the US (WOTUS) or Waters of the State (WOTS). In either case, any direct impacts – either from direct fill or from enhancement work – will require a federal and/or state permit and regulatory review.

River crossing impacts from improving the existing bridge at E-Street may be mitigated by following mitigation sequencing standards to minimize the impacts, such as by minimizing bridge width, or by raising the bridge to decrease shading impacts. Stormwater quality management is expected to be focused on infiltration as far away from the river as possible to treat and remove 6PPD tire oxidants, which are recently identified pollutants with mortal impacts to coho, and chinook salmon (and potentially other resident fish and salmonids).

Direct **permanent** wetland impacts that result in **loss** of wetland acreage will require replacement mitigation – i.e., **creation** of new wetland acreage at another location, preferably nearby. Mitigation for wetland impacts can also include **enhancement** of an existing degraded or partially filled wetland or **enhancement** of a degraded wetland. The replacement ratio is dependent on the type of wetland impacted and the type of mitigation proposed – ranging from as low as 1.5:1 and as high as 24:1 (TMC Title 16.28.220).

### 5.3.3 Mitigation Bank Considerations

Areas within the riparian buffer may be used for wetland creation or enhancement, in mitigation for either onsite impacts or for wetland impacts from other nearby projects in the same drainage basin (as would be regulated under Tumwater code). If wetland creation onsite is proposed for future mitigation purposes (in essence, banking mitigation credits for a future City project), it would be important to define the work as advance mitigation, and to define (in advance) the ecosystem value of the proposed work (wetland mitigation credits). We understand that the West Parcel may be utilized as a mitigation opportunity, not as a formal mitigation bank. In the event that the City did desire to use this property as a mitigation bank, Ecology provides guidance on how to determine the value of mitigation credits for a more standard mitigation bank (a regulated financial instrument), and this guidance might be adapted for the City's purpose. We are not aware of any nearby state certified mitigation banks that could be used for this purpose. This is a regulatory issue and should be discussed with the City attorney.

It should be noted that any new wetland acreage created in the riparian buffer will require additional wetland buffer width (and/or buffer enhancement) to meet the minimum TMC wetland buffer standard, and thus may limit development options farther to the east. Typically, standard buffers cannot be reduced for mitigation wetlands.

#### 5.3.4 Conceptual Habitat Mitigation Area

A potential riparian corridor buffer has been depicted along the east bank of the Deschutes River on the Conceptual Mitigation Exhibit, CM1 dated March 2024, which is included at the end of this section of the report. The width of the proposed mitigation would create a vegetated buffer width of 150' along the entirety of the West Parcel.

The portion of the potential mitigation that is located adjacent to the existing decommissioned Brewery electrical substation has been shown in blue and the remaining extent of the potential 150' buffer extending to the south has been shown in green. The blue buffer adjacent to the substation represents an area that, based upon the Phase I ESA, may have a higher potential for encountering contaminated subsurface soil. The portion of the 150' buffer shown in green represents an area where lower potential for contamination is expected based upon the areas of concern mentioned in the Phase I ESA.

##### Mitigation Buffer Areas (Per the Conceptual Mitigation Exhibit):

The Blue Buffer area totals approximately 21,100 SF.

The Green Buffer area totals approximately 243,100 SF.

#### 5.4 Potential Riparian Buffer Impacts and Associated Mitigation Opportunities

**5.4.1 Floodplain Storage impacts: Permanent** storage losses (i.e., buried under permanent fill) are generally addressed by providing (nearby) the same volume of flood storage that was lost by adding fill to the 100-year floodplain. Example: If the 100-year flood level at the project site is 2 ft deep and 3 ft of fill is applied across an area that is 100 ft x 60 ft, the lost storage volume would be 12,000ft<sup>3</sup>. To regain this lost volume, an area adjacent to and outside of the existing flood plain could be added to the floodplain by surface grading at the same elevation to increase the floodplain extent by the same volume (12,000ft<sup>3</sup>).

**5.4.2 Habitat impacts within the floodplain: Permanent** habitat losses are generally addressed by finding an area in the nearby riparian buffer with moderately to severely degraded habitat conditions and restoring that area to a non-weedy, native riparian habitat plant community on a 1:1 area replacement basis. This would be considered rehabilitation (severely degraded) or enhancement (moderately degraded) from a mitigation standpoint, but usually, for buffer (rather than wetland) impacts, the replacement ratio is still 1:1, and does not change.

**5.4.3 Riparian buffer impacts: Permanent** buffer area losses at this location might be addressed by finding another area within the standard buffer width that would not *currently* be regulated (such as an area that is within the buffer distance, but within a parking lot OR on the other side of a road or parking lot), and add that isolated or non-functional buffer area back into the buffer, by removing pavement and restoring the area to a non-weedy, native riparian habitat plant community on a 1:1 area basis. In essence, one must replace the lost buffer area with new buffer area on a 1:1 basis. All **temporary** buffer losses (such as temporary parking for construction vehicles) are usually addressed by rehabilitating soils in the disturbed area, then replanting with a non-weedy, native plant community. All mitigation areas (wetland or buffer) usually require at least three (and up to ten) years of monitoring once planting is completed to ensure that the plants survive and the mitigation plan performance

standards are met. To discourage future impacts in enhanced wetlands or in the replanted buffer areas from public trails, it is recommended to install fencing and/or signs.

#### **5.5 Phase II Environmental Assessment Recommendation (if bonding or bank financing is required).**

Typically, a Phase I Environmental Site Assessment (ESA – a desktop research report) is required by a bank or a municipal attorney, to ensure that the target parcel does not harbor hidden pollutants (a property value and liability issue). ASTM E1527-21 defines the standards for conducting Phase I ESAs. If the Phase I report indicates the potential of pollutants being present onsite, then a Phase II ESA (onsite testing) is typically carried out to verify or refute the presence of the potential pollutants identified in the Phase I ESA report.

If a Phase I ESA indicated a potential area of concern, there are potential liability and public safety issues associated with not having Phase II testing performed in areas that will be used by the public. Preliminary testing for hydrocarbons and heavy metals is recommended within 1 ft of the surface prior to any permit review process. Basic soil test pits to determine fill depth and subsoil conditions may be warranted in previously filled areas that will be excavated or graded for mitigation purposes.

#### **TMC 16.32.065 Riparian habitat areas – Buffers.**

Recommended riparian habitat area widths are shown in the table below. A riparian habitat shall have the width recommended, unless a greater width is required pursuant to subsection A of this section, or a lesser width is allowed pursuant to subsection B of this section. Widths shall be measured outward in each direction, from the ordinary high water mark or the top of the bank if the ordinary high water mark cannot be identified. Riparian areas should be sufficiently wide to achieve the full range of riparian and aquatic ecosystem functions. Such functions include but are not limited to protection of instream fish habitat through control of temperature and sedimentation in streams; preservation of fish and wildlife habitat; and connection of riparian habitat to other habitats.

**Table 1: Riparian Habitat Areas**

<b>Stream Type</b>	<b>Recommended RHA Widths</b>
Type 1 and 2; or shorelines of the state, or shorelines of statewide significance	250 feet
Type 3; or other perennial or fish bearing streams, 5 – 20 feet wide	200 feet
Type 3; or other perennial or fish bearing streams, < 5 feet wide	100 feet
Type 4 and 5	50 feet

A. Increased Riparian Habitat Area Widths. The recommended riparian habitat area widths as shown in Table 1 shall be increased as follows:

- ◆ 1. When the community development director determines, using best available science, that the recommended width is insufficient to prevent habitat degradation and to protect the structure and functions of the habitat area;
- ◆ 2. When the one-hundred-year floodplain exceeds the recommended riparian habitat area width, the riparian habitat area shall be extended to the outer edge of the one-hundred-year floodplain;
- ◆ 3. When the habitat area is within a channel migration zone, the riparian habitat area width shall be as recommended in Table 1, or the distance of the channel migration zone, whichever is greater;
- ◆ 4. When the habitat area is in an area of high blowdown potential, the riparian habitat area width shall be expanded an additional fifty feet on the windward side;
- ◆ 5. When the habitat area is within an erosion or landslide hazard area or buffer, the riparian habitat area width shall be as recommended in Table 1, or the distance of the erosion or landslide area, whichever is greater.

B. Riparian Habitat Area Width Averaging. In degraded areas along type 1 through 3 streams where forest cover has been removed, the community development director may reduce the width of riparian habitat areas twenty-five percent in exchange for habitat enhancement if:



- ◆ 1. It is determined that the reduction in habitat width, coupled with the proposed enhancement, would result in better stream/riparian habitat functions than the standard riparian habitat area without such enhancement. This determination shall be made in consultation with Washington State Department of Fish and Wildlife based on a comparative analysis of the existing and enhanced riparian habitat submitted by the applicant. This comparative analysis, prepared by a qualified biologist, shall address stream habitat, water quality and all riparian habitat functions (i.e., large woody debris recruitment; stream shading/leaf litter inputs; filtration of sediments and pollution; nutrient regulation; erosion control/bank stabilization; regulation of stream flow/moderation of stormwater impacts; providing cover, refuge, foraging and breeding habitat for wildlife; wildlife travel corridors; and micro-climate effects); and
- ◆ 2. The degradation was not caused while the property was in the applicant's ownership or within the previous seven years, whichever is greater. This does not apply to habitat damage from lawful land use prior to June 17, 2005; and

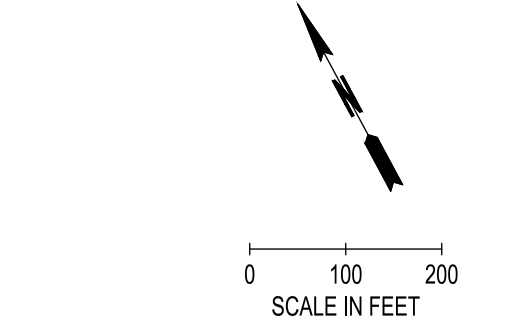
**Considerations:**

***If a Phase I ESA indicated a potential area of concern, there are potential liability and public safety issues associated with not having Phase II testing performed in areas that will be used by the public. Preliminary testing for hydrocarbons and heavy metals is recommended within 1 ft of the surface prior to any permit review process. Basic soil test pits to determine fill depth and subsoil conditions may be warranted in previously filled areas that will be excavated or graded for mitigation purposes.***

***To verify the suitability of the West parcel for riparian corridor enhancement, prior to purchase of the property, we recommend shallow testing of the soil for potential contaminants within the proposed mitigation buffer area.***

***To address issues of potential future liability associated with the ownership of the LOTT Parcels, we recommend that a Phase II Environmental Site Assessment be completed to address the items identified in the Phase I ESA reports and particularly as summarized in Section 9, Phase I Environmental Assessment. We recommend that this work be performed prior to purchase of the property.***





- LEGEND**
- DESCHUTES RIVER OHWM (APPROXIMATE)
  - 150' BUFFER BOUNDARY
  - PROPERTY BOUNDARY
  - RIPARIAN CORRIDOR HABITAT RESTORATION AREA (243,100 SF)
  - EXISTING SUBSTATION AREA (21,100 SF)

- NOTES:**
- THE ORDINARY HIGH WATER MARK (OHWM) SHOWN ON THIS EXHIBIT IS AN APPROXIMATION AND HAS NOT BEEN GEOGRAPHICALLY LOCATED. A SURVEY IS REQUIRED TO DETERMINE EXACT LOCATION OF OHWM.

PARKING STALL SIZES - 9 FT X 18 FT  
NO.OF STALLS - 1,500  
AISLE WIDTH - 22.5 FT



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HORIZONTAL SCALE:  
AS SHOWN

DATE:  
MARCH 2024

JOB No.:  
23-001181

DRAWING FILE No.:  
CM-1 - CONCEPTUAL MITIGATION EXHIBIT.DWG

CONCEPTUAL MITIGATION EXHIBIT  
DESCHUTES VALLEY PROPERTIES FEASIBILITY  
1,078 STALLS WEST OF UNION PACIFIC RAILROAD RIGHT-OF-WAY, 422 STALL TO THE EAST

EXHIBIT No:  
**CM1**

SHEET No:  
**1**



## **6 Temporary Parking for Events**

### **6.1 Background**

The City of Tumwater utilizes the Tumwater Valley Golf Course driving range grounds to provide events to the community at various times throughout the year. South Puget Sound Community College's nearby Craft Brewery Amphitheater also provides events to the community and utilizes this parking area. The Artesian Family Festival & Thunder Valley Fireworks Show on July 4<sup>th</sup>, draws thousands of participants, creating the greatest need for temporary parking in the area, requiring up to 1,500 parking spaces.

### **6.2 Parking Lot Design Criteria**

Event parking will require suitable access for each of the various parking scenarios proposed. Prior to construction of the E Street Connector, we presume that the existing private bridge owned by Tumwater Development will be suitable for access to parking between the Deschutes River and the railroad tracks.

During construction of the E Street Extension, it will be necessary to demolish and remove the existing private bridge that crosses the Deschutes River from Capital Boulevard. At that time, it will likely be necessary to construct a new bridge over the Deschutes River that would be extended from Tumwater Valley Drive. In the event that Tumwater Development LLC is willing to accommodate the use of Boston Street SW to access this property, it could be possible to avoid construction of a new bridge over the Deschutes River. We do understand however, that the use of Boston Street SW would require widening the existing access road which could impact the adjacent buildings.

The parking stalls shown in the exhibits are 9 feet wide by 18 feet deep with a 22.5 foot drive aisle. It has not been determined whether the City will continue to utilize the existing surfacing for event parking, or improve the surface. No landscape islands or other new landscape areas have been included in the design at this time. No ADA compliant stalls are marked on the exhibits even though much of the parking grades would naturally be ADA compliant. For installation of a permanent parking lot, we expect that city standard landscape islands within the parking lot will be required. To maintain the desired 1,500 parking stalls, as the West Parcel stall count decreases (to include interior landscaping in the parking field), the East Parcel stall count will need to increase.

**Parking Lot Fencing:** As part of negotiating a new UPRR License Agreement, it is anticipated that UPRR will require fencing to be placed along the UPRR right-of-way if the parking lot is being used on days that the rail is active.

### **6.3 Parking Lot Options**

The following parking lot scenarios demonstrate the total parking available on the West Parcel without reserving the proposed 150' riverine buffer. In this parking scenario there is land area available for approximately 1,747 parking spaces per Temporary Event Parking Exhibit #1. Temporary Event Parking Exhibit #2 depicts a parking field of approximately 1,500 parking stalls to be situated on the West Parcel as far south as possible to be more adjacent to the event area. In considering where to locate the temporary parking, priority was given to the LOTT parcel situated west of the Union Pacific Railroad in

order to avoid crossing the railroad and needing to obtain additional access approval from UPRR. For Temporary Event Parking Exhibit #3, a temporary parking exhibit depicts parking east of the railroad tracks proposing an area that could be available for parking after the E Street Connector is built, or before the Connector is built if at grade access approval from UPRR is obtained.

Temporary Event Parking Plan 1 depicts 1,747 parking stalls to demonstrate the maximum parking capacity available. In this layout, existing developed areas are assumed to be useable for parking and no riparian corridor setback has been shown.

Temporary Event Parking Plan 2 depicts 1,500 parking stalls on the western LOTT parcel without the riparian corridor setback being shown to allow the City to understand the depth of the temporary parking field to provide the 1,500 parking stalls.

Temporary Event Parking Plan 3 depicts 1,078 parking stalls on the western LOTT parcel with a riparian corridor setback of 150' being shown. An additional 422 stalls are proposed east of the UPRR right-of-way to obtain the total count of 1,500 parking stalls. If this area is utilized prior to completion of the E Street Connector improvements, vehicle and pedestrian railroad crossings for event parking will be at-grade and will require a UPRR License Agreement (except on July 4<sup>th</sup>, when we understand the rail is not active).

Temporary Event Parking Plan 4 depicts 1,500 event parking spaces located east of the railroad tracks, which could be provided with viable access after the E Street Connector has been constructed.

It should also be noted that if the City determines that a multi-use facility (city park, recreational areas, stormwater management, infrequent parking, etc.) is in the best interest of the City, the most appropriate surfacing for one or more parking scenarios may include the use of lawn.

#### **6.4 Pedestrian Bridge Conceptual Cost**

As noted above, under the scenario proposed by Temporary Event Parking Exhibit 3, a parking field would be constructed on the east side of the UPRR right-of-way. For this scenario, it is anticipated that the E Street Connector road would already be in place, along with the access road to the East Parcel. Rather than utilize a shuttle to bring individuals from the east parking lot to events located west of the UPRR right-of-way, a pedestrian bridge could be constructed either as a free standing structure or integrated into the elevated E Street roadway design using the proposed E Street sidewalks to cross over the UPRR right-of-way.

Temporary Parking for Events, the long-term parking configuration (TP3) anticipates a field of parking to be located east of UPRR with the E St. connector in place. In this scenario, pedestrian crossing over the UPRR is anticipated to require a grade separated crossing. Likely, the most cost-effective means of accomplishing this is expected to be via the addition of stairs between the E Street sidewalk, and the ground elevation on each side of the tracks. The estimated conceptual construction cost for the addition of the stairs is approximately \$190,000.

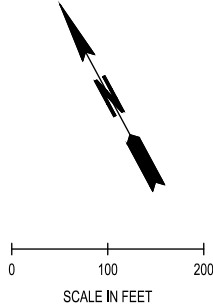
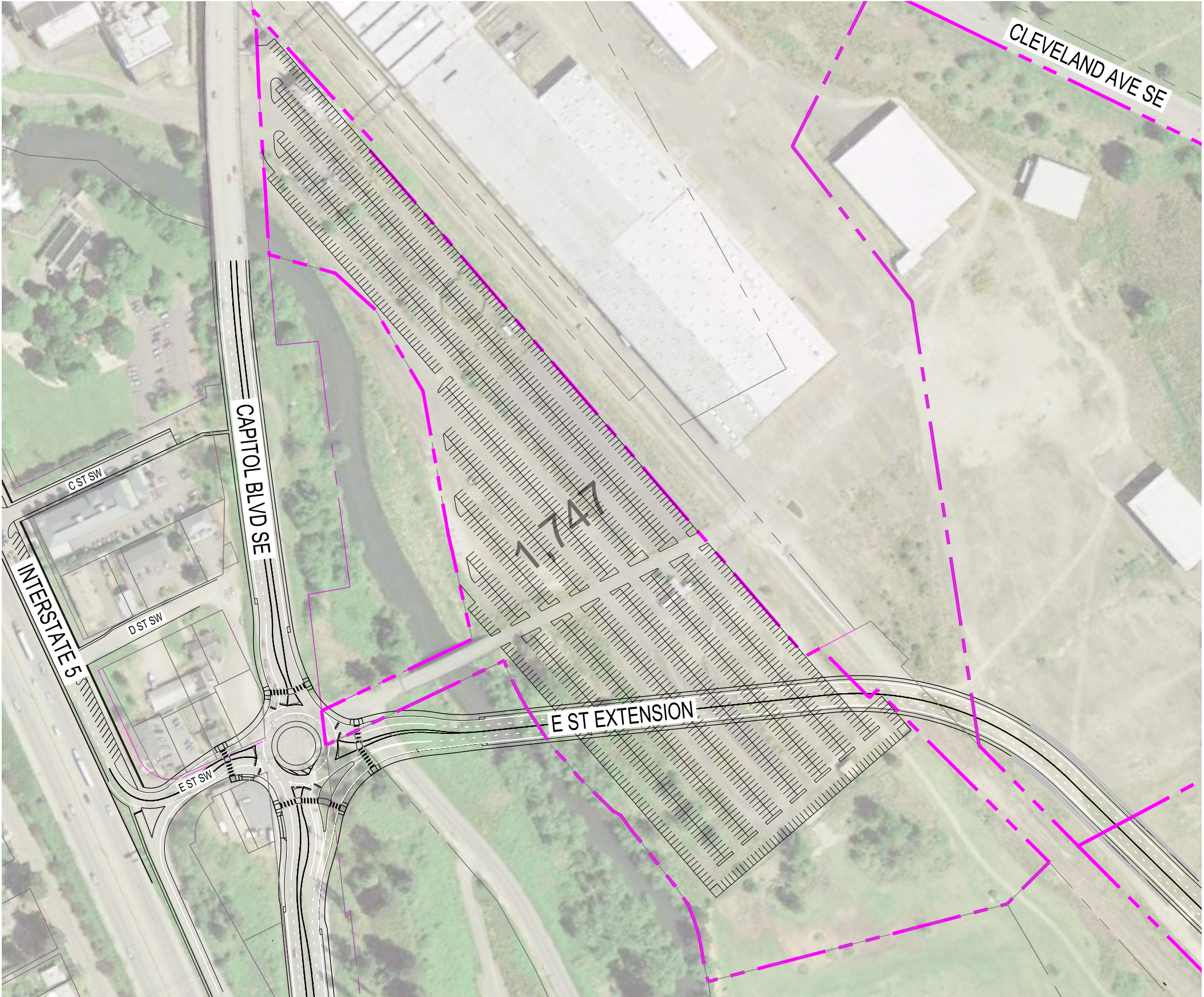
Please refer to the following Parking Lot Exhibits and also refer to the UPRR section of this report for additional relevant information.

**Considerations:**

***As discussed above, we recommend budgeting for the inclusion of pedestrian access over the UPRR right-of-way in tandem with the E Street Extension improvements.***

***As noted above, event parking will require the use of the existing (but closed) north access road known as Boston Street SW. The use of the road for access to the West Parcel and East Parcel parking area will require negotiating an agreement with Tumwater Development, LLC. If an agreement cannot be obtained, then construction of a new two-lane bridge crossing the Deschutes River likely will be required. It is recommended that use of the Boston Street access be negotiated with Tumwater Development, LLC prior to closing on the property.***





PARKING STALL SIZES - 9 FT X 18 FT  
NO.OF STALLS - 1,747  
AISLE WIDTH - 22.5 FT

HORIZONTAL SCALE:
AS SHOWN
DATE:
JUNE 2024
JOB No.:
23-001181
DRAWING FILE No.:
TP1-3 - EVENT PARKING.DWG



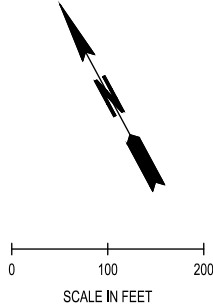
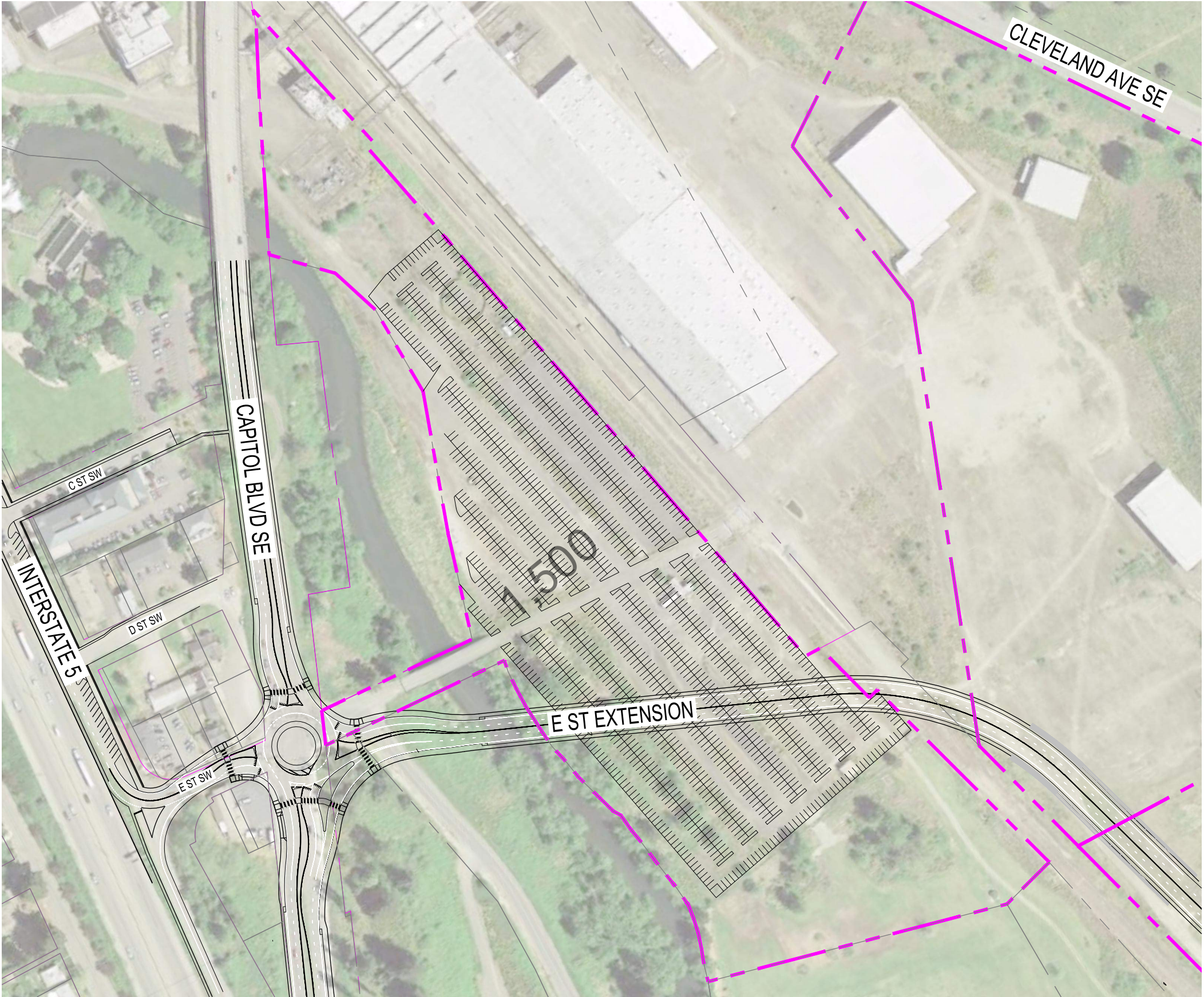
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TEMPORARY EVENT PARKING EXHIBIT  
DESCHUTES VALLEY PROPERTIES FEASIBILITY  
1,747 STALLS WEST OF UNION PACIFIC RAILROAD RIGHT-OF-WAY

EXHIBIT No:
TP1
SHEET No:
1





PARKING STALL SIZES - 9 FT X 18 FT  
NO.OF STALLS - 1,500  
AISLE WIDTH - 22.5 FT

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PROJECTS\0625 CITY OF TUMWATER\23-001181 DESCHUTES VALLEY PROPERTIES FEASIBILITY\CAUD\TP1-3 - EVENT PARKING.DWG

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HORIZONTAL SCALE:

AS SHOWN

DATE:

JUNE 2024

JOB No.:

23-001181

DRAWING FILE No.:

TP1-3 - EVENT PARKING.DWG

TEMPORARY EVENT PARKING EXHIBIT  
DESCHUTES VALLEY PROPERTIES FEASIBILITY  
1,500 STALLS WEST OF UNION PACIFIC RAILROAD RIGHT-OF-WAY

EXHIBIT No:

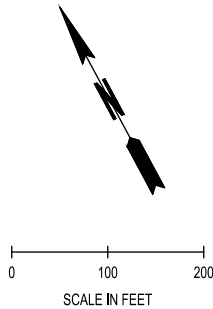
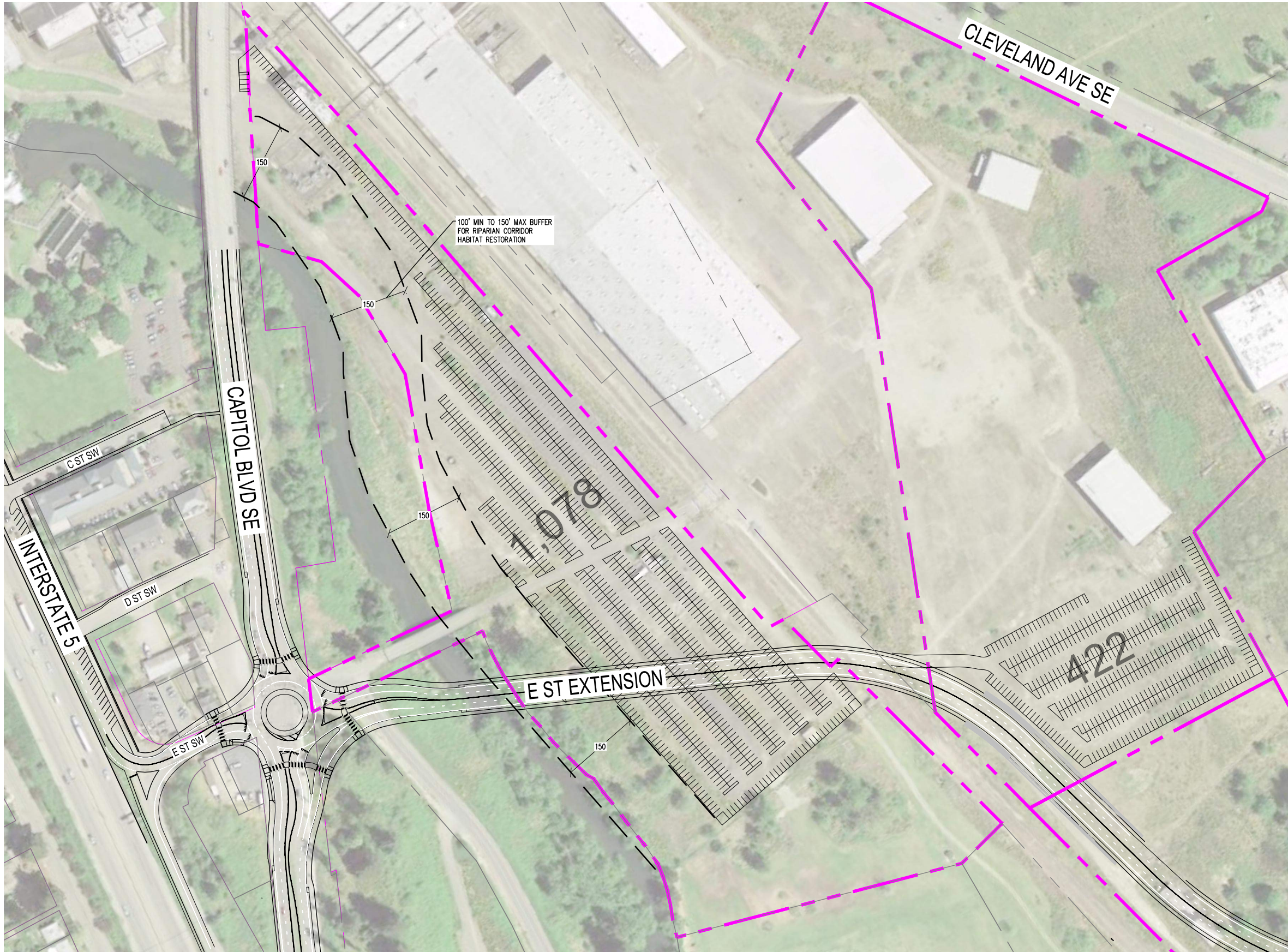
TP2

SHEET No:

2

43





PARKING STALL SIZES - 9 FT X 18 FT  
NO.OF STALLS - 1,500  
AISLE WIDTH - 22.5 FT



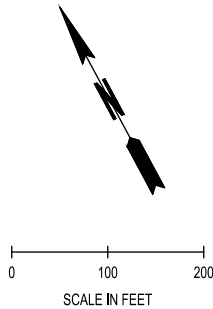
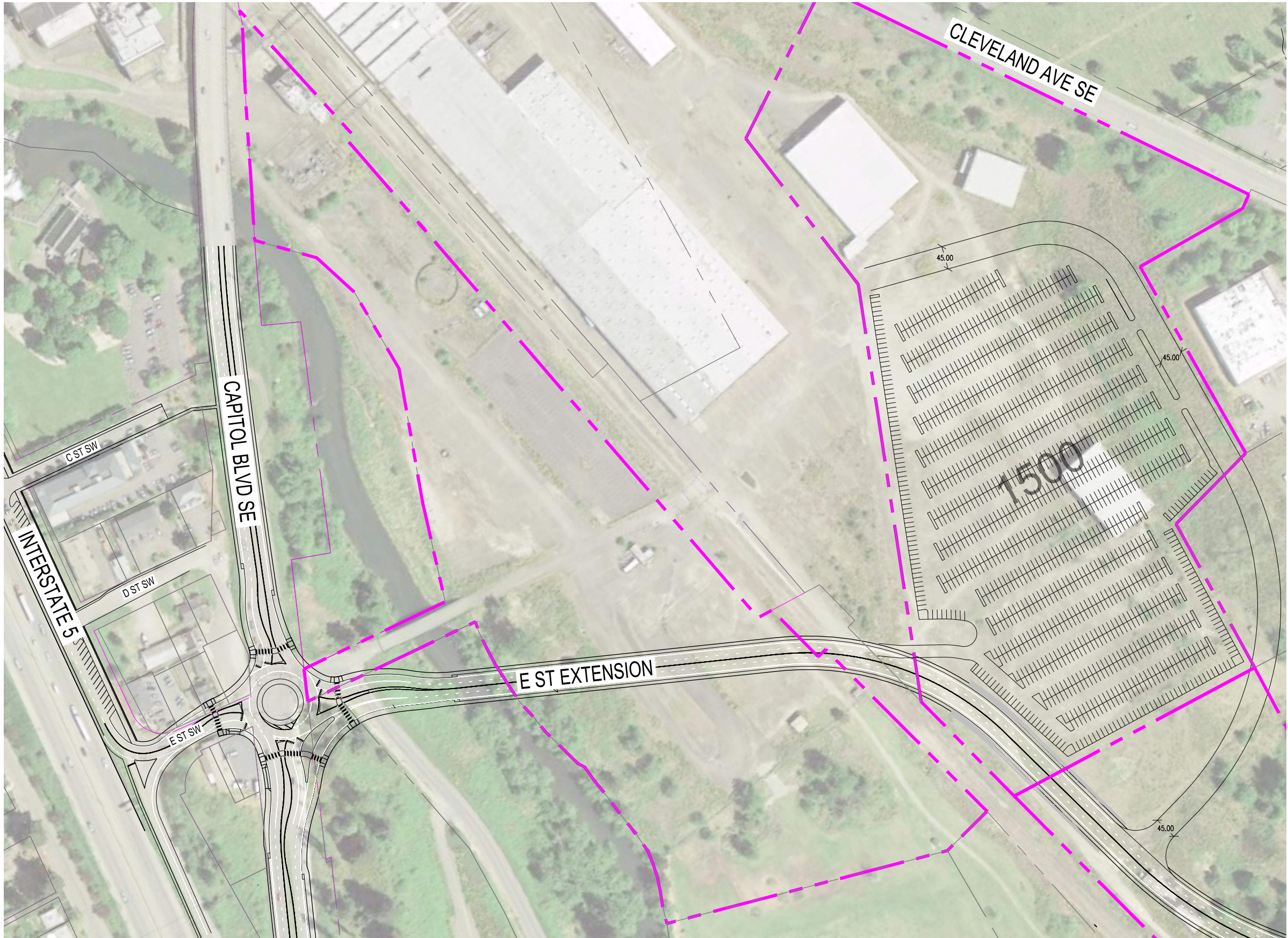
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HORIZONTAL SCALE:	AS SHOWN
DATE:	JUNE 2024
JOB No.:	23-001181
DRAWING FILE No.:	TP1-3 - EVENT PARKING.DWG

TEMPORARY PARKING FOR EVENTS  
DESCHUTES VALLEY PROPERTIES FEASIBILITY  
1,078 STALLS WEST OF UNION PACIFIC RAILROAD RIGHT-OF-WAY, 422 STALLS TO THE EAST

EXHIBIT No:	TP3
SHEET No:	3





PARKING STALL SIZES - 9 FT X 18 FT  
NO.OF STALLS - 1,500  
AISLE WIDTH - 22.5 FT



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HORIZONTAL SCALE:	AS SHOWN
DATE:	JUNE 2024
JOB No.:	23-001181
DRAWING FILE No.:	TP4-3 - EVENT PARKING.DWG

TEMPORARY PARKING FOR EVENTS  
DESCHUTES VALLEY PROPERTIES FEASIBILITY  
1500 STALLS TO THE EAST OF UNION PACIFIC RAILROAD RIGHT-OF-WAY

EXHIBIT No:	TP4
SHEET No:	4



## **7 Union Pacific Railroad (UPRR) License Agreement**

### **7.1 License Agreement Termination**

The language of the existing License Agreement between Union Pacific Railroad and LOTT indicates that the agreement will terminate when LOTT sells or transfers the property. If the City becomes the new owner of the LOTT property, UPRR's previously granted permission to cross their right-of-way will terminate. For this reason, the City must negotiate a new Lease Agreement with UPRR.

### **7.2 Advance Negotiation of License Agreement**

We recommend that the City of Tumwater initiate negotiations with UPRR in advance of purchasing the property to ensure that there is adequate vehicular and pedestrian access across the right-of-way. We understand that at the time that LOTT purchased their valley floor parcels, LOTT negotiated a new License Agreement with UPRR in order to establish their access rights over the railroad tracks to their property. Included as part of the new License Agreement was the stipulation by UP that the northernmost at-grade vehicular railroad crossing be abandoned and its use discontinued, leaving on-going but restricted access across the southern UP tracks at the existing crossing location (near the south end of the warehouse). We understand that access granted by UP only allows private vehicle and pedestrian crossing associated with the maintenance of LOTT's property.

Refer to the Wiser Rail Engineering memorandum for additional information regarding UPRR's expected response to: 1) a grade separated crossing as proposed by the E Street Extension (Option 1 in memo), 2) West Parcel Event Parking (Option 2), East Parcel Event Parking (Option 3), At-Grade Pedestrian Crossing to East Parcel (Option 4), and At-Grade Vehicular Crossing to East Parcel (Option 5). and in coordination with LOTT, we understand that railroad crossing This means that when property is sold or transferred, that all UPRR granted rights for crossing their railroad right-of-way typically expire.

### **7.3 New License Agreement Conditions**

#### **7.3.1 West Parcel Parking Lot with At-Grade Access**

When the City places temporary parking on the west side of the UPRR right-of-way on days that the rail is active, we understand that Union Pacific will request that the City placing a temporary fence along the edge of the railroad right-of-way to protect those using the parking lot.

#### **7.3.2 East Parcel Parking Lot with At-Grade Access**

In the event that the City would like to locate temporary parking on the east side of the tracks, a separate approval from UPRR is expected to be required to allow for pedestrian or vehicular crossings of the tracks during events. We understand that UPRR will first require the City to demonstrate that there are no other viable option and, if granted, UP will require the City to contract with a UP approved flagger to be on-site during the use of the parking lots. UP may also place restrictions on the frequency of use. UP flagging personnel, if available, bill at approximately \$120 per hour with a minimum timeframe of 10 hours (including driving time to the site). This scenario would also include a request for at-grade pedestrian crossing.

**7.3.3 Liability Insurance for Event Parking**

We understand that the City has coordinated temporary use of the LOTT property for event parking for July 4<sup>th</sup>, a day when this railroad track is not operating. If the City is not already aware of the insurance requirements that must be satisfied for pedestrian and vehicle access of the UPRR right-of-way during city events. We recommend that the City confirm that liability insurance coverage is adequate for meeting the City's needs for any public use of the UPRR right-of-way for event parking.

***Considerations:***

***We recommend that the City of Tumwater initiate negotiations with UPRR in advance of purchasing the property to ensure that there is adequate vehicular and pedestrian access across the UPRR right-of-way. We also recommend that the license agreement include the necessary access and use of the UPRR right-of-way to enable reasonable construction activities.***

***It is also recommended that the City investigate the cost for liability insurance for use of the event parking adjacent to an active railroad.***

**THOMAS W. WISER, P.E.**  
Consulting Railway Engineer

22750 SW Miami Dr.  
Tualatin, OR 97062  
503 / 691-6095



## Technical Memorandum

**TO** Bill Dunning, PE

**DATE** March 6, 2024

**COMPANY** SCJ Alliance

**PHONE** 360-352-1465x362

**ADDRESS** 8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516

**PROJECT No.** 24006

**PROJECT NAME** Tumwater Private Crossing

**SUBJECT** UPRR Private Crossing

There are two existing private crossings on the old Brewery site with USDOT#'s 807838R and 807837J across the UPRR Olympia Industrial Lead in Tumwater, WA. The first is a vehicular crossing and the second is listed as a pedestrian crossing. They cross the main industrial lead track and the middle of a yard track into the Tumwater Brewery Site. The property on the west side of the UPRR R/W is owned by the City of Tumwater and the property on the east side by a private developer. The City is looking into a number of scenarios to best utilize the properties, provide E Street right-of-way, and to provide for temporary event parking.

It's my understanding the private crossings were maintained by UPRR for the benefit of the City for maintenance access to both properties. At the time the brewery was purchased, UPRR wanted to close both of these crossings but allowed them to remain open for occasional maintenance access. I'll address each of the vehicular and pedestrian crossing options below.

**Option 1 - Grade-Separated Crossing of E Street Connector.** The option would extend E Street to the east to connect with Cleveland Ave SE. This option would cross the UPRR tracks south of the existing private crossings. The bridge would need to follow the latest edition of the Union Pacific Railroad-BNSF Railway Guidelines for Railroad Grade Separation Projects. Approval of this concept would be fairly straight forward with all likelihood of approval. The minimum permanent vertical clearance shall be 23'-4" from the top of the existing rail and require horizontal clearances that would place the piers and abutments outside of the UPRR R/W. If the piers are within 25' of an existing track or proposed future track pier protection will be required. All drainage will need to be diverted away from the UPRR R/W. The following design submittals will be required: Concept, 30%, and Final. This is the option that will be viewed favorably by the UPRR.

**Option 2 - Event parking on the west side of the UPRR R/W.** This option utilizes the publicly owned property to the west of the UPRR R/W for event parking. There will be no crossing or access to the UPRR R/W and as such, there will be no involvement with UPRR for this option. The private crossings and UPRR R/W should be clearly closed during these events to prevent errant vehicles and pedestrians from crossing into their R/W. It's also recommended that temporary fencing be placed along the R/W to keep pedestrians from potential conflict with trains.

**THOMAS W. WISER, P.E.**

Consulting Railway Engineer

Page 2

Option 3 - Event parking on the east side of the tracks. This would require vehicular access via E Street Connect and the use of the two private crossings for pedestrian access between parking and event locations. It's my understanding this would not be something that UPRR would consider for safety reasons and because it would limit their use of the yard track. They do not want events with large numbers of people wandering from one side of the tracks to the other even with a flagger present. It may warrant some further discussion with UPRR representatives in the future, but the likelihood of this being allowed is very slim.

Option 4 - Permanent at-grade pedestrian crossing. This would be considered a new crossing and the UPRR Public Projects Manual states: "Every effort must be made to obtain alternative access using grade separations, parallel or other roads leading to existing crossings, and access from other directions." In addition, they state: "Union Pacific expects communities to engage in a study to identify crossings for closure. Proposals for establishing a new At-Grade Crossing shall identify three or more crossings for closure for each proposed new crossing opened. These crossings identified shall have the same characteristics as the new proposed at-grade crossing, (i.e., similar average daily traffic / train counts, etc.). In addition, there may be specific engineering or rail operation considerations that would prevent an establishment of a new crossing." As stated, UPRR expects 3+ crossing closures for each new crossing. Even if these criteria were met, the City would be required to own the property on both sides of the crossing. In addition, UPRR would oppose it on the basis that it will restrict their use and operation of their yard. I do not believe they will give an exemption to these requirements at this location making permitting extremely difficult and unlikely.

Option 5 - Permanent at-grade vehicular crossing. The requirements for this option will be the same as those for Option 4, the pedestrian crossing. It will be extremely difficult and unlikely.

In my opinion, options 1 & 2 are the only viable options with any likelihood of receiving approval from UPRR. If you have any questions, or if I can be of any further assistance, please call. I attached several pictures of critical locations on the next page.

Thank You,

**Thomas W. Wiser, P.E.**

Consulting Railway Engineer

## **8 Floodplain Considerations**

### **8.1 Previous Floodplain Analysis**

The Hydraulic Modeling Interim Project Summary by Brown & Caldwell/Cardno, dated July 21, 2016, models the local Deschutes River floodplain during the 100-year flood event. This provides a baseline 100-year flood event analysis using the existing Deschutes River conditions and the existing valley floor conditions. In 2023, Stantec performed additional analysis of the Deschutes River basin flooding with their modeling beginning upstream in the vicinity of the Henderson Boulevard bridge at Pioneer Park. This additional analysis provides an improved model of future flooding conditions and should be the basis of flood mitigation modeling for development work in the portion of the valley where LOTTs parcels are situated.

The 2016 model was unique in that the analysis extrapolates the baseline flood model data to identify constraints affecting the development of a future LOTT treatment plant within the Deschutes Valley while also considering potential development and mitigation alternatives. It is noted in the 2016 report summary that consideration of the future E Street alignment, potentially contaminated soils, river habitat, and other developer-driven conditions will play the biggest roles in establishing a preferred mitigation strategy in the future.

Initial efforts documented the existing floodplain geomorphology and hydraulic conditions of LOTT's Deschutes valley properties along with modeling baseline floodwater elevations and 2-dimensional hydraulic modeling to assess several potential development and mitigation flood event scenarios. It also noted that that analysis is based upon the 2012 Flood Insurance Rate Map information.

The 2016 analysis identifies that suitable mitigation strategies can be implemented to allow for development within the floodplain. All of the strategies considered require a large quantity of earthmoving throughout the valley floor. The general strategy is to cut and lower the ground elevation in proximity to the river and to fill and raise the ground in areas farther from the river. This strategy focuses the surface flood water flows along the river and results in narrowing the floodway in a manner that the average ground elevation across the floodplain is unchanged.

### **8.2 Floodplain Habitat**

The City floodplain ordinance considers the loss of floodplain area to be a loss of habitat. Much of the current floodplain in the Deschutes River valley is developed in a manner that physically separates the outlying floodplain from the river, resulting in the majority of the existing floodplain having little functional habitat value.

### **8.3 Soil Excavation in the Floodplain**

Based upon known historic site operations and observations listed in the site assessments and Phase I Environmental report, there is a risk of encountering contaminated soil during earthwork operations. If excavated site soils cannot be reused due to the presence of contamination or soil characteristics, there will be additional costs for hauling and disposing of unsuitable material off-site and importing additional suitable fill.

#### **8.4 Floodplain Storage Mitigation Strategies**

Potential mitigation strategies include engineered berms and excavated features to elevate the treatment facility footprint out of the floodplain. The preliminary mitigation cost estimate determined that earthwork costs could range from \$4.8M to \$13 M in 2016 dollars, and approximately \$7.3M to \$19.9M in 2024 dollars. The range of costs is due to the uncertainty in the amount of soil contamination and whether that contaminated soil can be disposed of on-site or will require off-site disposal. In determining the cost for this earthwork, Brown & Caldwell assumed that 50% of the soil encountered would be considered contaminated and require special treatment. The lower cost assumes that contaminated soils are able to be placed on-site and covered with parking or other hard surfacing. We understand that the Flood Mitigation Study considered the creation of a fill area of approximately 10 acres in size. As the city seeks to determine the applicability of this information to potential development scenarios on the parcels, it is reasonable to assume a fairly linear relationship between the acreage of the fill area and the estimated cost for the required earthwork.

##### ***Considerations:***

***If acquisition of the subject parcels is contingent upon development for uses other than parks, open, space or recreation, it is recommended that the city perform a floodplain analysis (based upon the most current flood data from Stantec) to confirm that 1) the desired development scope may reasonably obtain FEMA approval of the required floodplain mitigation, and that 2) the associated earthwork cost is acceptable.***

***As noted in other portions of the report, it is also recommended that Phase II ESA investigation be performed to identify whether soil contamination is present.***



## **9 Phase I Environmental**

At the time that LOTT evaluated their purchase of the subject properties, they contracted with Brown & Caldwell to perform a Phase 1 Environmental Site Assessment. Their 2011 Phase 1 ESA identified potential areas of concern and included recommendations for actions to further investigate the areas of potential concern. We understand that LOTT has not performed a Phase II Environmental Site Assessment on these properties and purchased the property from Capital Salvage in an “as-is” condition, including with respect to both soil and groundwater contamination.

As part of this Feasibility Report, Landau Associates visited the site to observe the existing conditions and also performed an independent review of Brown & Caldwell’s 2011 and 2013 Phase I Environmental Site Assessment. Below is a summary of their findings and recommendations.

### **9.1 LANDAU ASSOCIATES SITE VISIT AND REVIEW OF PHASE I ESAs**

The following areas of concern were identified in the 2011 and 2013 Phase I ESAs. It should be noted that the Phase I reports did not identify these concerns as Real Environmental Concerns; however, they did recommend that these concerns be further investigated.

**9.1.1 Electrical Transformers** - There were several transformers located throughout Parcel Nos. 09470045000 and 09470003000 during the 2011 site reconnaissance, some of which appeared to contain PCB oil and be in poor condition.

**9.1.2 Above Ground Storage Tanks** - Several ASTs and evidence of former ASTs (i.e. surface staining, partially dismantled piping, a spill containment structure) were identified on all three parcels in the 2011 and 2013 Phase I ESAs. Although many of these ASTs were visibly empty or contained labels that indicated that they did not contain hazardous substances or petroleum products, work completed in the Phase I ESAs did not verify the historical contents of the ASTs and could not determine the presence or absence of historical spills or leaks associated with these tanks. Many of these ASTs have likely been removed from the property since the completion of the Phase I ESAs.

*Note: On March 26, 2024, SCJ interviewed Mr. Kim Austin, who was employed at the Olympia Brewery for approximately 30 years prior to its closing managing maintenance activities on the subject parcels. Mr. Austin indicated that the ASTs contained propane for the operation of fork lifts, alcohol in the alcohol tanks for beer processing, and Bunker C Oil in the large tank which was located in the concrete Spill Control Area. It was noted that the Bunker C Oil was piped from the AST to the boiler in an above ground insulated pipe, thereby reducing the potential for soil contamination associated with the boiler fuel.*

**9.1.3 Truck Wash Station** - Site reconnaissance revealed the presence of a potential former truck wash station on the south side of Parcel No. 09470045000.

*Note: From SCJ’s interview with the former OBML, we understand that the truck wash was used for rinsing the boiler ash off of cars and trucks. There was no recollection of other usage.*



**9.1.4 Undocumented Fill** - Fill material consisting primarily of pavement, cement, and other construction equipment is present and observed at ground surface level on Parcel No. 09470021000. Other fill of unknown types may be buried. Dumping was observed on this parcel during the 2011 Phase I, in which it was considered an adjoining property. Discarded paint cans, tires, and construction materials were observed in the vicinity of the fill material during the 2013 Phase I ESA.

**9.1.5 UPRR** - A railroad has run through the center of the subject property since at least 1937.

#### **9.1.6 Storm Drain Runoff**

Stormwater runoff appears to be directed from Cleveland Ave SE onto Parcel No. 09470045000. Additionally, during the 2011 Phase I ESA, a pipe approximately five feet in diameter was observed leading from Cleveland Ave SE to the vicinity of the southernmost building on this parcel. The east wall of the building was discolored near where the pipe used to connect. **Landau recommends surface and/or subsurface sampling in this area in order to identify potential contamination related to the runoff.**

*Note: From our March 26<sup>th</sup> interview, we understand that this large diameter pipe was used to convey filled beer cans to the warehouse facility for storage and loading for shipping.*

What appears to be a storm drainage pipe located west of the Alcohol Tanks & main parking and east of the Deschutes River has been noted as discharging rust colored runoff during and after rainfall events. This has been noted in aerial photos and by site observations. **We recommend that the discharge be tested to identify the cause of the discoloration.**

## **9.2 LANDAU ASSOCIATES RECOMMENDATIONS**

Landau has the following recommendations based on the findings of the 2011 and 2013 Phase I ESAs:

### **9.2.1 Electrical Transformers**

An electrical substation was identified in the northern portion of Parcel No. 09470003000, and five electrical transformers containing or possibly containing PCBs were identified across three areas on Parcel Nos. 09470003000 and 09470045000. **Landau recommends limited surface and/or subsurface sampling in each of these four areas in order to identify potential contamination resulting in leaks or spills of PCBs from the substation and transformers.**

### **9.2.2 Above Ground Storage Tanks**

At least nine ASTs or areas with evidence of former ASTs were identified across five areas in the 2011 and 2013 Phase I documents. Eight of the nine ASTs were identified on Parcel No. 09470003000, and one additional AST was identified on Parcel No. 09470021000. Aside from two alcohol tanks located on Parcel No. 09470003000, the former contents of these ASTs are unknown. **Landau recommends limited**

surface and/or subsurface sampling in each of these five areas in order to identify potential contamination resulting in leaks or spills from the former ASTs.

### 9.2.3 Truck Wash Station

A truck wash station was identified on the southern portion of Parcel No. 09470045000. **Landau recommends limited surface and/or subsurface sampling in the vicinity of the truck wash station in order to identify potential contamination resulting from the historical use of cleaning solvents and/or petroleum-contaminated runoff.**

### 9.2.4 Undocumented Fill

Fill material from an unknown source containing pavement, cement, and construction equipment was observed on the north side of Parcel No. 09470021000. Discarded paint cans, tires, and piles of construction materials were also observed in the vicinity of this fill material. **Landau recommends surface and/or subsurface sampling in this area in order to identify potential contamination resulting from the dumped materials and/or the constituents of the fill material.**




### 9.2.5 UPRR

A railroad runs approximately north-south between Parcel Nos. 09470045000 and 09470021000 and Parcel No. 09470003000. **Landau recommends limited surface and/or subsurface sampling on the portions of the subject property parcels closest to the railroad in order to identify potential contaminants up to and including creosote from old railroad ties, metals deposited by air emissions from coal-powered trains, maintenance fluids from train equipment, and potential leaks from petroleum and hazardous materials containers carried on the rail cars.**

The following Summary of Property Actions provided by LOTT lists the property actions they have taken to address some of the potential areas of concern.



Deschutes Valley Property Structures

-  LOTT property boundaries
-  Hazardous material assessment
-  Demolition completed



Summary of Property Actions

- December 2011: Purchased 36 acres of Deschutes Valley property for potential future treatment facility
- December 2012: Purchased additional 7 acres of adjacent Deschutes Valley property
- October 2014: Began master planning effort for future site development
- August 2016: Completed a Condition Assessment, Hydraulic Assessment, and paused further master planning efforts
- May 2017: Orion completed hazardous materials inventory for two site structures
- May 2018: Abatement of hazardous materials at two structures and demolition of wooden storage building
- December 2018: Demolition of security building (guard shack)
- March 2019: Orion completed hazardous materials Inventory for remaining site structures
- March 2019: Gray & Osbourne developed cost estimates for structure removal
- June 2019: Confirmed ownership of main substation by Puget Sound Energy
- November 2019: Drained oil from transformers in LOTT-owned substation
- December 2019: Obtained quote to remove and recycle transformer and cabinets, paused removal action
- September 2020: Demolition of alcohol recovery building, pesticide cabinet, paint storage shed
- June 2020: Plans and specs for demolition of boiler building completed for future use
- October 2021: Removal of transformers in LOTT-owned substation



**Considerations:**

*Based upon information provided by LOTT, several items in the Phase I ESAs have been addressed (as noted in the green in their Summary of Property Action Exhibit – Demolition Completed). As part of a Purchase and Sale Agreement, it is recommended that the City, LOTT and an environmental consultant perform a site visit to confirm the scope of the Phase II testing. During the PSA Due Diligence period and prior to closing on the LOTT Parcels, it is recommended that the Phase II ESA be completed and the results reviewed to confirm that there are no known contaminants on the site that will preclude use of the property in a manner that supports the applicable goals and objectives of the City.*

## Appendix A

Deschutes River Valley Feasibility Considerations  
E Street Extension Study (Dec 2018) with Appendices  
    Alternatives Analysis – Crossing Locations  
    Alternatives Analysis – E Street Connection Alternatives  
    Retaining Wall Design  
    Flood Plain Impacts  
    Bridge Concepts  
    Geotechnical Evaluation  
    Environmental Screening  
    Railroad Crossing Coordination (HDR)  
    Traffic Analysis/Phased Construction

Deschutes Valley Properties - Considerations Regarding Property Acquisition

	Consideration	Action	Outcome
Land Use	Limited Land Use potential may be experienced due impacts on the property from the presence of the Deschutes River, Union Pacific Railroad, surrounding development and site topography. These all result in access limitations and floodplain impacts to the subject property. For these reasons, there are limitation in the types of uses that can be successfully developed on the property. If purchasing these properties is contingent upon the ability to develop the subject properties with one or more new buildings within the floodplain, then it is recommended that the city identify the size and type of development and the corresponding property area to be raised above the floodplain to accommodate the proposed development. Based upon this information, a more precise flood analysis can be performed to identify the likelihood of FEMA approval and the associated cost.		
Site Access	Suitable Property Access: Since there is no public vehicular access to the parcels at this time, prior to closing on the property it is recommended that interim and permanent access is verified as acceptable.		
Transportation	When the existing private bridge is removed (as part of the E Street Extension) the parcels to the east of the Deschutes River will no longer be provided with vehicular or pedestrian access. We recommend that the City confirm that a suitable access plan has been identified for the parcels located east of the river.		
UPRR License Agreement	Prior to closing on the property, we recommend that the city reach agreement with Union Pacific regarding the terms of a new license agreement with the city. Knowing that one intention in purchasing the property is to obtain the right way for the construction of the E Street extension, we also recommend that the license agreement include the necessary access and use of the UPRR right of way to enable reasonable construction activities.		
Elevated Pedestrian Crossing	As discussed in Section 6, Temporary Parking for Events, the long-term parking configuration anticipates parking to be located east of UPRR with the E St. connector in place. In this scenario, pedestrian crossing over the UPRR is anticipated to require a grade separated crossing.		
Temporary Parking for Events	As discussed above, we recommend budgeting for the inclusion of pedestrian access over the UPRR right-of-way in tandem with the E Street Extension improvements.		
Union Pacific Railroad License Agreement	We recommend that the City of Tumwater initiate negotiations with UPRR in advance of purchasing the property to ensure that there is adequate vehicular and pedestrian access across the UPRR right-of-way. We also recommend that the license agreement include the necessary access and use of the UPRR right-of-way to enable reasonable construction activities.		
Liability Insurance	It is also recommended that the City investigate the cost for liability insurance for use of the event parking adjacent to an active railroad.		

Identify Initial Scope for Additional Environmental Investigation	<p>Based upon information provided by LOTT, several items in the Phase I ESAs have been addressed (as noted in LOTT's Summary of Property Action Exhibit – Demolition Completed). As part of the Due Diligence investigation associated with a Purchase and Sale Agreement, it is recommended that the City, LOTT and an environmental consultant perform a site visit to confirm the necessary scope of the Phase II testing. Prior to closing on the LOTT Parcels, it is recommended that the Phase II ESA be completed and the results reviewed to confirm that there are no known contaminants on the site that will preclude (make impractical) use of the property in a manner that supports the applicable goals and objectives of the City.</p> <p>To verify the suitability of the West parcel for riparian corridor enhancement, prior to purchase of the property, we recommend shallow testing of the soil for potential contaminants within the proposed mitigation buffer area.</p>		
Public Interaction with Potential Environmental Contamination	<p>If a Phase I ESA indicated a potential area of concern, there are potential liability and public safety issues associated with not having Phase II testing performed in areas that will be used by the public. Preliminary testing for hydrocarbons and heavy metals is recommended within 1 ft of the surface prior to any permit review process. Basic soil test pits to determine fill depth and subsoil conditions may be warranted in previously filled areas that will be excavated or graded for mitigation purposes.</p>		
Riparian Enhancement	<p>The City may want to identify the preferred riparian enhancement scenario and obtain a ROM cost to assess the viability of this property to serve the enhancement and mitigation objectives of the City.</p>		



TO: Public Works Committee  
FROM: Jared Crews, Engineer  
DATE: July 18, 2024  
SUBJECT: Three Lakes Crossing Oversizing Agreement

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1) Recommended Action:

Recommend the City Council approve and authorize the Water Resources & Sustainability Director to sign the Oversizing Agreement with Copper Ridge, LLC, which will reimburse the developer for installing a 16-inch watermain.

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2) Background:

Copper Ridge, LLC constructed a 16-inch watermain on Henderson Blvd as part of the Three Lakes Crossing single-family home development. The City Water System Plan allows the developer to enter into an agreement with the City to apply for reimbursement for installation of a larger diameter water main (16-inch) than what is normally required (8-inch) by the City Development Guide or the projects fire supply and domestic needs. The agreement requires the developer provide actual costs for installation of the larger diameter watermain as well as an estimate for what installation of the minimum allowable watermain would cost. Reimbursement is for the difference in these two costs.

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3) Policy Support:

Strategic Priorities and Goals 2024  
B. Be a Leader in Environmental Sustainability

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4) Alternatives:

☐ Do not approve the oversizing agreement.

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5) Fiscal Notes:

The cost of proposal is \$47,632.00.

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6) Attachments:

A. Watermain Oversizing Agreement.

**CITY OF TUMWATER  
WATER MAIN OVERSIZING AGREEMENT  
WITH COPPER RIDGE, LLC  
FOR THREE LAKES CROSSING 16" WATER MAIN EXTENSION**

**THIS AGREEMENT** is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF TUMWATER, hereinafter called the "CITY", and Copper Ridge, LLC hereinafter called "DEVELOPER".

**WITNESSETH:**

**WHEREAS**, DEVELOPER has caused to be constructed and installed a sixteen-inch (16") water main, approximately two hundred forty-four feet (244') in length lying within public right-of-way, as shown on the approved engineering plans dated May 8, 2023 on file with the CITY, Permit No. TUM-22-1101, at the sole cost and expense of DEVELOPER; and

**WHEREAS**, the CITY acknowledges and agrees that the capacity of said water line in excess of eight inches (8") benefits other existing and future users of the CITY'S water system; and

**WHEREAS**, the parties acknowledge that the reasonable cost borne by DEVELOPER in oversizing said water main from eight inches (8") to sixteen inches (16") is \$47,632.00; and

**WHEREAS**, by this Agreement it is the intent of the parties that in consideration of DEVELOPER'S conveyance and dedication of said water main and appurtenances to the CITY as a portion of its water utility, the CITY shall pay to DEVELOPER the sum of \$47,632.00, which amounts to the difference in the cost for the oversizing of the water main on Henderson Blvd as part of Three Lakes Crossing more particularly set forth herein.

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

**Section 1. Conveyance Required.** DEVELOPER shall convey to the CITY, by way of a "Bill of Sale" form approved by City, the sixteen-inch (16") water main, approximately two hundred forty-four linear feet in length lying along Henderson Blvd as shown on the approved engineering plans dated May 8, 2023, on file with the CITY, Permit No. TUM-22-1101.

**Section 2. Payment Terms.** Within thirty (30) days of said conveyance, the CITY shall pay over to DEVELOPER the sum of Forty-Seven Thousand Six Hundred Thirty-Two Dollars and 00/100 (\$47,632.00) as total consideration from the CITY for the utility oversizing which benefits other utility users of the CITY'S system. The parties agree that the CITY is under no obligation for any additional costs related to the oversizing beyond the \$47,632.00.

**Section 3. Prevailing Wages.** RCW 39.12 requires prevailing wages be paid on all public works. The DEVELOPER by executing this agreement hereby acknowledges and warrants that prevailing wages have or will be paid for any work that is subject to the requirements of RCW 39.12.

**Section 4. Hold Harmless Indemnification.** DEVELOPER shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or DEVELOPER'S performance or failure to perform any aspect of this Agreement; provided, however that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of DEVELOPER. DEVELOPER expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 RCW for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

**Section 5. Attorney 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 the 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.

**Section 6. Laws governing.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

**Section 7. Jurisdiction and Venue.** Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdictions in Thurston County, Washington.

**Section 8. Severability.** 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.

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.

**Section 9. Entire Agreement.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding 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.

\*\*\* Signatures on following page \*\*\*

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first herein above written.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

DEVELOPER:

Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

\_\_\_\_\_  
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 Copper Ridge, LLC (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: \_\_\_\_\_

TO: Public Works Committee  
FROM: Steve Craig, WRS Operations Manager  
DATE: July 18, 2024  
SUBJECT: Small Works Contract for the Palermo Security Fence Replacement Project with West Coast Fence Pros, LLC

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1) Recommended Action:

Place the Small Works Contract for the Palermo Security Fence Replacement Project with West Coast Fence Pros, LLC on the August 20, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

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2) Background:

The Palermo Facility consists of several ground water wells, water treatment and support facilities that supply high quality drinking water to the city's water customers. As a public utility, federal requirements and recommendations exist to protect public utilities. The Palermo Security Replacement Fence project replaces and improves approximately 1200 feet of perimeter fencing around the Palermo water facilities to meet current security standards.

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3) Policy Support:

Be a Leader in Environmental Sustainability

- Include environmental protection in City projects
  - Ensure ample water supply
- 

4) Alternatives:

- ☐ Maintain existing fence without improvements that does not meet current security standards for public utilities.
- 

5) Fiscal Notes:

The total cost to complete this project is \$162,631.32, funded by the Water Utility Fund.

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6) Attachments:

A. Small Works Contract with West Coast Fence Pros, LLC

**PUBLIC WORKS CONTRACT  
FOR  
2024 PALERMO SECURITY FENCING REPLACEMENT PROJECT**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and West Coast Fence Pros LLC, a Limited liability Corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the 2024 Palermo Security Fencing Replacement project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the 2024 Palermo Security Fencing Replacement project. The Project includes, without limitation, demolition and removal of existing perimeter chain link security fencing, installation of a concrete maintenance footer, chain link security fencing, electric gate actuator, swing gates and other work; as shown on the Plans and as described in these Specifications, all in accordance with the Contract Documents ("Work"). Work shall be performed and completed as described in the Contract Documents, which include without limitation, this Contract, Subcontractor List as Attachment A; Non-Discrimination in Benefits Affidavit as Attachment B; Contractor's Non-Discrimination Certificate as Attachment C; Certification of Compliance with Wage Payment Statutes as Attachment D; Scope of Work attached as Attachment E; Notice of Completion of Public Works Contract attached as Exhibit A; Contract Change Order Agreement attached as Exhibit B; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit C; Certificate(s) of Insurance Form attached hereto as Exhibit D; Performance Bond attached as Exhibit E-1; Payment Bond attached as Exhibit E-2; Contractor's Retainage Agreement attached as Exhibit F; Retainage Bond to City of Tumwater attached as Exhibit G; Special Provisions; *WSDOT Standard Plans and Details for Road, Bridge and Municipal Construction, 2020 WSDOT Standard Specifications for Road, Bridge and Municipal Construction* ("Standard Specifications"), current State Prevailing Wage Rates attached as Appendix A; Federal Wage Rates attached as Appendix B; Federal Required Contract Provisions FHWA 1273 attached as Appendix C; incorporated herein by this reference (collectively the "Contract Documents"). Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within one hundred (100) working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit A.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

#### **LIQUIDATED DAMAGES FORMULA**

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day  
(rounded to the nearest dollar).

C = Original Contract amount.

T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit B, which



shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

**1.7 Work and Materials Omitted.** The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

**1.8 Utility Location.** Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

**1.9 Air Environment.** Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Plans and Specifications, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents ("Term").

## **3. WARRANTY**

**3.1 Requisite Skill.** The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do

business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

#### 4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Attachment A, Schedule of Prices, which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Project Manager. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Project Manager and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

#### 5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment.

The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

(a) Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give

written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

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

(c) **Default.** Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

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

C. **Nondiscrimination in Services.** The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. **Nondiscrimination in Contractors / Subcontractors.** The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or

interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

## **7. CITY'S RIGHT TO TERMINATE CONTRACT**

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.

(2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.

(3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

## **8. INDEMNIFICATION**

8.1 Contractor Indemnification. The Contractor 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 Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor'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 benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, 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, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

## **9. INSURANCE**

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

(1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

(2) Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with \$2,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of

\$1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in APWA GSP Section 1-07.18(5)D included in these Contract Documents);

(3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.

(2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

(3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.

(4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.

(5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance on an ACORD™ Certificate of Liability Insurance form or an equivalent format attached hereto as Exhibit F, which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

## **10. PERFORMANCE AND PAYMENT BONDS**

Pursuant to RCW 39.08.010, Contractor shall post both a Performance Bond, attached to this Contract as Exhibit E-1, and a Payment Bond, attached to this Contract as Exhibit E-2, in favor of the City, and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bonds.

## **11. SAFETY**

Contractor 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). Contractor 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. Contractor 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 Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **12. PREVAILING WAGES**

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract, do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Project Manager the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

### **14. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

### **15. CONFIDENTIALITY**



Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

## **16. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. 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 Contract.

## **17. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor 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 Contractor 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 Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

## **18. GENERAL PROVISIONS**

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

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

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

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TO: Public Works Committee  
 FROM: Alyssa Jones Wood, Sustainability Coordinator  
 DATE: July 18, 2024  
 SUBJECT: Urban & Community Forest Grant Acceptance Agreement with River Network

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1) Recommended Action:

Place the Subaward Agreement with River Network for the City of Tumwater Urban Forestry Capacity and Equity Project on the August 20, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

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2) Background:

The Urban Forestry Management Plan (UFMP) was adopted by City Council on March 2, 2021, by Ordinance No. 2020-004. The UFMP includes Objective 5.2, Action D.: “hire an urban forester, certified arborist, or urban ecologist on City staff or look to share that position with other jurisdictions or departments as part of a wider City environmental manager position to manage the community and urban forest to assist in development review, respond to inquiries, and assess individual tree-health issues.” This grant award supports the initial three years of an urban forester FTE and the development and implementation of projects related to the UFMP. This grant provides 50% of the funding for the urban forester position including benefits through 2028.

This grant also provides 100% of the funding for ambient air temperature data loggers to be deployed around the City, a tree establishment program to increase canopy in disadvantaged areas of the City, and funding to contract with a street tree trimming contractor for private property owners in disadvantaged areas of the City who cannot afford maintenance of the street trees adjacent to their property.

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3) Policy Support:

City Council Strategic Priorities and Goals 2025 - 20246

- Be a Leader in Environmental Health and Sustainability
    - Sufficiently resource programs identified in the Thurston Climate Mitigation Plan and Urban Forestry Management Plans and prioritize implementation.
  - Urban Forestry Management Plan, Objective 5.2(D), adopted March 2, 2021.
- 

4) Alternatives:

- ☐ Reject the grant funding and do not authorize the Mayor to sign the agreement.
- 

5) Fiscal Notes:

This grant will provide \$333,301.75 over three years, with City funds matching \$61,502.50 annually for three years. Match funding is included in the forthcoming 2025/2026 Budget Proposal from both the Stormwater Utility Fund (75%) and the General Fund (25%).

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6) Attachments:

- A. Subaward Agreement with River Network for the City of Tumwater Urban Forestry Capacity and Equity Project

**SUBAWARD AGREEMENT****between****River Network****and****the City of Tumwater**

This Subaward Agreement (“Agreement”) is entered into between River Network, an Oregon nonprofit corporation with its principal office at 5398 Manhattan Cir., Boulder, Colorado 80303 (hereinafter referred to as “River Network”), and the City of Tumwater, a local government in Washington with its principal office at 555 Israel Road SW, Tumwater, WA 98501, (herein after referred to as “Subrecipient”). River Network and Subrecipient may each be referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

- A. **WHEREAS**, River Network has received an award of funds from the United States Department of Agriculture, Forest Service (the “Federal Awarding Agency” or “USFS”), through Cooperative Agreement 24-CA-11132544-017, executed on January 23, 2024 (the “Federal Award” or “Cooperative Agreement”), attached as **Attachment 1** and incorporated herein as part of this Agreement;
- B. **WHEREAS**, River Network entered into the Federal Award to support projects that increase climate resilience and build capacity for disadvantaged communities through urban and community forestry;
- C. **WHEREAS**, Subrecipient is a local government organization located in Tumwater, Washington, that serves project priority communities;
- D. **WHEREAS**, both River Network and Subrecipient seek to improve resilience in disadvantaged frontline communities through supporting such disadvantaged communities experiencing low tree canopy and environmental justice issues;
- E. **WHEREAS**, the Federal Awarding Agency has authorized River Network to enter into this Agreement as a subaward agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## TERMS AND CONDITIONS

### **SECTION I: Type of Agreement**

This Agreement is a subaward, from River Network to Subrecipient, of certain federal Cooperative Agreement funds from River Network's Federal Award identified in Attachment A. Under this Agreement, River Network is a pass-through entity ("PTE") as defined in 2 C.F.R. § 200.1. The Federal Award has a Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name of 10.727, Inflation Reduction Act Urban & Community Forestry Program. Attachments 1 through 7 of this Agreement are hereby incorporated into this Agreement by reference.

### **SECTION II: Purpose of the Agreement**

- A. The Parties enter into this Agreement to collaborate on the Federal Award (**Attachment 1**) and to grant funds (the subaward) to Subrecipient for the purpose of enhancing climate resilience in disadvantaged frontline communities through urban and community forestry. Pursuant to the terms and conditions of this Agreement, Subrecipient shall perform certain activities in the City of Tumwater and as described in Section III for the purpose of supporting disadvantaged communities experiencing low tree canopy and environmental justice issues (the "Project").
- B. The Parties acknowledge and agree that this subaward granted pursuant to this Agreement is neither for research and development nor for any lobbying activities.
- C. The subaward is issued by River Network to the Subrecipient on the express condition that Project activities and funds will be carried-out and administered in accordance with the terms and conditions as set forth in this Agreement and all its attachments, which includes: (1) the Federal Award provisions (**Attachment 1**); (2) the approved Subrecipient Scope of Work (**Attachment 2**); (3) the approved Subrecipient project budget (**Attachment 3**); (4) the approved Subrecipient project budget narrative which must include a justification for the cost categories and amounts (**Attachment 4**); the Subrecipient Financial Capability Questionnaire (**Attachment 5**); the Subrecipient's Certification Regarding Debarment (**Attachment 6**); and the Summary of Subrecipient and Federal Award Information (**Attachment 7**). All Attachments are incorporated herein by reference and made a substantive part of this Agreement. Execution of this Agreement by River Network shall constitute approval of applicable Attachments.

### **SECTION III: Scope of Work and Project Scope**

- A. The Project Scope funded under this Agreement is defined by (1) the activities described in the Scope of Work ("SOW") attached at **Attachment 2**, and (2) the Project Budget described in Section IV and **Attachments 3 and 4**.

- B. Subrecipient is responsible for obtaining all necessary or appropriate approvals, authorizations, permits, or permissions to conduct any activities set forth in the SOW.
- C. Except as otherwise provided in this Agreement, the Scope of Work shall not be changed without the prior written approval of River Network.
- D. Subrecipient shall conduct all activities described in the Scope of Work to support the Project and in compliance with applicable federal requirements set forth in Section V.
- E. Subrecipient shall fully participate in the technical assistance and capacity-building tasks and objectives led by River Network and assist River Network with evaluation and communication plans and programs. The Subrecipient further agrees to participate in one to four (1-4) capacity-building opportunities per year (e.g., peer calls, virtual trainings, etc.) and one to three (1-3) communications activities over the Term of the Project to share lessons learned, and the outcomes of Subrecipient activities, with a national audience (e.g., writing a blog post, presenting during a webinar or conference, being interviewed for a feature written by River Network, participate in video storytelling, etc.) as requested by River Network. The Subrecipient may also be asked to participate in additional media relations efforts led by the Forest Service's Inflation Reduction Act Urban & Community Forestry Program Communications Alliance Group (e.g., being interviewed by a journalist for a national story, etc.) and agrees to cooperate with River Network in such efforts as requested by either River Network or the Federal Awarding Agency.

#### **SECTION IV: Project Budget**

- A. Subaward funds are allocated to the budget categories set forth in **Attachment 3**, which shall reflect allowable costs of performance pursuant to the federal cost principles set forth in 2 C.F.R. Part 200, Subpart E.
- B. With prior approval in writing from River Network, Subrecipient may transfer up to ten percent (10%) of the total subaward amount between Direct Cost budget categories as necessary to complete the Project. Transfers between budget categories that exceed ten percent (10%) of the total subaward amount may be requested by the Subrecipient and if approved by River Network shall be documented in an amendment to this Agreement.
- C. The federal funds awarded under this Agreement to Subrecipient shall not exceed the total project budget amount (the "Maximum Amount") set forth in **Attachment 3**, and calculated inclusive of the Subrecipients indirect costs stated in the budget.

#### **SECTION V: Federal Requirements**

- A. Subrecipient acknowledges that this Agreement is a subaward of federal funds and that Subrecipient shall comply with administrative and other requirements applicable to

federal awards, including but not limited to maintaining internal controls consist with 2 C.F.R. § 200.303. River Network is administering the federal funds awarded pursuant to the Federal Award issued by the Federal Awarding Agency and River Network will monitor project expenditures for payment eligibility and to ensure that funds are used according to the intent and purpose of the Federal Award.

- B. Funds associated with this Subaward may not be used as match to other U.S. Federal financial assistance.
- C. Federal Compliance. In carrying out the Project activities under this Agreement, subrecipient shall comply with applicable obligations of federal and state laws, regulations, and other requirements, including but not limited to:
  - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, subparts A through F, and as adopted, supplemented, and amended by the United States Department of Agriculture (“USDA”) in 2 CFR Part 400, and as either may be amended from time to time (2 C.F.R. § 400.1). Adoption by USDA of the Uniform Administrative Requirements in 2 C.F.R. Part 400 gives regulatory effect to the Office of Management and Budget guidance in 2 C.F.R. Part 200, where the full text of these requirements may be found. Electronic copies of the Code of Federal Regulations (“C.F.R”) can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact the River Network primary contact.
  - 2. The Federal Award.
    - a. Subrecipient shall comply with all applicable terms and conditions of the Federal Award that apply to River Network, including but not limited to Attachment 3 to the Federal Award (Whistleblower Notice) and the following provisions of Attachment 1 to the Federal Award:
      - i. Section I: Use of USFS Insignia;
      - ii. Section M: Non-Discrimination Statement- Printed, Electronic, or Audiovisual Material;
      - iii. Section S: Trafficking in Persons. Subrecipient and Subrecipient’s employees may not: (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procure a commercial sex act during the period of time that the award is in effect; or (3) Use forced labor in the performance of the award or subawards under the award;
      - iv. Section V: Eligible Workers; and
      - v. Section Z: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment



- b. As provided in Section B of the Federal Award, the USFS anticipates substantial involvement in the activities set forth in the Cooperative Agreement. Subrecipient shall cooperate in good faith with the Federal Awarding Agency and with River Network to implement the Project, including but not limited to sharing information and participating in meetings with River Network or the Federal Awarding Agency.
- 3. Civil Rights Act of 1964 and other anti-discrimination requirements. Subrecipient shall comply with requirements of Title VI of the Civil Rights Act and other federal, state, or local laws, rules or orders prohibiting discrimination in Federal financial assistance programs, including but not limited to Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, as applicable;
- 4. The Federal Funding Accountability and Transparency Act ("FFATA"). In the case of federal sub-awards greater than \$30,000, River Network is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) through the Sub-award Reporting System, [www.fsrs.gov](http://www.fsrs.gov). Subrecipient acknowledges that River Network may be required to report the execution of this Agreement under the FFATA (2 C.F.R. Part 170) and agrees to provide River Network any information necessary for River Network to meet its FFATA obligations;
- 5. Federal Procurement Requirements. For procurement transactions carried out directly to implement this Agreement or the Project, Subrecipient shall comply with applicable federal procurement standards set forth at 2 C.F.R. §§ 200.317 – 200.327. Subrecipient shall provide documentation ensuring compliance with federal procurement requirements upon request by River Network. Sub-recipient will not be reimbursed for procurement activities not in compliance with 2 C.F.R. Part 200; and
- 6. Drug-free workplace requirements (2 C.F.R. Part 382).
- D. Subrecipient Information. The Subrecipient shall complete and submit to River Network the Subrecipient information required pursuant to 2 C.F.R. § 200.332(a), and set forth in **Attachment 7** of this Agreement, prior to this Agreement being executed.
- E. Subrecipient use of Subaward funds. Subrecipient shall use the Subaward solely for the part of the Project outlined in **Attachment 2**, to support disadvantaged communities experiencing low tree canopy and environmental justice issues.
- F. Debarment and Suspension. By executing this Agreement, Subrecipient certifies that neither the Subrecipient, nor any of its principal employees involved in the Project funded pursuant to his Agreement, have been debarred, suspended, or excluded from

participation in federal procurement or federal financial assistance programs. Subrecipient shall comply with the restrictions of 2 C.F.R. Part 180 as adopted by USDA at 2 C.F.R. Part 417. Subrecipient agrees to complete the form AD-1048, provided at **Attachment 6**, Certification Regarding Debarment, prior to this Agreement being executed.

- G. Acknowledgement/Use of Logos. The Subrecipient shall acknowledge River Network and USFS support in all publications, audiovisuals, and electronic media developed as a result of or related to this Agreement. Prior to the Subrecipient using River Network and/or USFS' logos or insignias on any published media, such as a website, social media, printed publication, or audiovisual production, written permission (which may be provided through email) must be granted by River Network and/or USFS. (See <https://www.fs.usda.gov/managing-land/urban-forests/ucf/insignia-approval> and Sections I and M of Attachment 1 of the Cooperative Agreement for the Use of Forest Service Insignia and the USFS Nondiscrimination Statement that must be included in printed, electronic or audiovisual material).
- H. Financial Capability. The Subrecipient shall complete and submit to River Network the form FS-1500-22, attached at **Attachment 5**, Financial Capability Questionnaire, prior to this Agreement being executed.
- I. Match Waiver. The 1:1 match ordinarily required by the USFS is waived pursuant to the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Subrecipient that 100% of the Subaward used for the Project will benefit disadvantaged communities as required by the Federal Award. Verification of the match waiver shall adhere to the USFS's "Match Waiver Compliance Guidance For FY23 IRA UCF Grant Program Awardees, 12/13/23."
- J. Subrecipient Indirect Cost Rate. For purposes of this Subaward, the Subrecipient shall apply their approved federally recognized and valid Negotiated Indirect Cost Rate Agreement (NICRA) or, if the Subrecipient does not have a NICRA, the federal *de minimus* indirect cost rate of 10%. Subrecipient must provide a copy of their approved and valid NICRA to River Network with their invoices in order for indirect costs above the *de minimus* rate of 10% to be reimbursed.
- K. Records and Audits.
  - 1. Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subaward (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless extended by River Network, these records shall be maintained for a period of at least three years after the final financial report is required to be submitted by Subrecipient to River Network and approved by River Network. Notwithstanding the foregoing, Subrecipient agrees to maintain all Records for equipment

purchased with Subaward funds for three years after the final disposition of such equipment.

2. Upon request by River Network, Subrecipient shall provide timely and unrestricted access to its books, financial statements, accounts, files, Records, and other information and documentation for inspection, review and audit by River Network, the Federal Awarding Agency, and its authorized representatives.
3. If the Subrecipient expends more than \$750,000 in U.S. Federal funds during its fiscal year, it must have performed a single audit in accordance with Uniform Guidance, Subpart F. A copy of the audit must be provided to River Network within six months after the Subrecipient's fiscal year-end.
4. The provisions of this Section V.K. shall survive the expiration of this Subaward.

## **SECTION VI: Reporting Requirements**

### **A. Performance Reports**

1. *Interim Reports.* Subrecipient shall submit to River Network interim performance report(s) biannually throughout the Term. These interim performance reports will be due June 30 and December 31 each calendar year. Interim performance reports shall include information on progress to-date toward accomplishment of objectives, including but not limited to the following:
  - a. Activities undertaken under the Project;
  - b. Problems experienced/changes anticipated;
  - c. Corrective action planned to resolve problems and the effect of these problems on the remaining schedule for achieving the Project goals;
  - d. Findings/Conclusions; and
  - e. Description of activities anticipated during the next Reporting Period.
2. *Public Project Impact Report and Other Reports.* Subrecipient shall:
  - a. Submit quantitative and qualitative Project accomplishments biannually to a public-facing Impact Reporting Platform (instructions for the content and due dates of the Project Impact Report shall be provided by USFS); and
  - b. Submit other reports and information as requested by River Network at its discretion, or as requested by the Federal Awarding Agency, at its discretion.

3. **Final Performance Report.** Subrecipient shall submit a final report to River Network for a collaborative final report no later than 60 calendar days after the Agreement's expiration or termination. The final report shall include:
  - a. A summary of comprehensive project accomplishments;
  - b. Any discrepancies between planned activities and achieved activities;
  - c. Lessons learned from project implementation;
  - d. Any reports or communications products produced; and
  - e. Project photographs.
- B. **Annual Financial Reports.** Subrecipient shall submit to River Network, annually by December 31 each calendar year through the Term, a financial report that sets forth funds spent to date compared to the approved budget for each budget category.
- C. **Report Submission.** Except as otherwise provided in writing by the USFS, all Reports required to be submitted pursuant to this Section VI shall be sent by electronic mail to the River Network contact(s) set forth in Section XI (Notice).

## **SECTION VII: Payment Terms**

- A. **Detailed Invoice.** For performing the work required under this Agreement, disbursements shall be made to the Subrecipient on a reimbursement basis upon receipt of a detailed invoice of costs and expenses and supporting documentation (such as receipts) that validates the costs and expenses included on the invoice. Expenses and costs must be detailed in the invoice, including date incurred, quantities, rates and costs per item. River Network may request additional supporting documentation of reimbursable costs.
- B. **Request for Payment.** Invoices shall be submitted by Subrecipient to River Network no more frequently than monthly and no less frequently than annually. Invoices shall be submitted to River Network in the form to be provided by River Network as a template invoice.
- C. **Disallowed costs.** To the extent River Network has disbursed payment to Subrecipient for costs or expenses that are subsequently determined by River Network to be disallowed pursuant to this Agreement, Subrecipient shall be responsible for all such disallowed costs as set forth in Section VII.G.a.
- D. The total payment made by River Network to Subrecipient for such costs and expenses shall not exceed the Maximum Amount and such amount shall constitute full payment, provided that River Network shall only be obligated to remit such full payment upon Subrecipient's delivery of the necessary documentation required under this Agreement to make such payment. River Network may withhold up to 10% (ten percent) of the Maximum Amount (the "Holdback Amount") until the conditions set

forth in Section VII.F. are satisfied.

- E. Reimbursement of the Maximum Amount can be requested for any amount up to the final Holdback Amount or \$50,000, whichever amount is less.
- F. Final payment of the Holdback Amount will be made following completion by Subrecipient of the Project Activities set forth in Attachment 2, and receipt and approval by River Network of all deliverables and reports under this Agreement, as well as a final invoice.
- G. Subrecipient acknowledges that payment of invoices submitted by Subrecipient is contingent upon:
  - a. a determination by River Network that the amounts being invoiced are allowable, allocable, and reasonable under applicable rules and regulations. Subrecipient must promptly refund any excess payments received from River Network, including any costs determined unallowable by the USFS and/or through subsequent audit or investigation, including but not limited to audits initiated by Subrecipient, River Network, or any governmental entity;
  - b. USFS determination that all work in connection with the Federal Award is being performed to the Federal Awarding Agency's satisfaction;
  - c. timely receipt and acceptance by USFS or River Network of all required reports and other deliverables;
  - d. River Network and Subrecipients' compliance with all applicable terms and conditions of the Federal Award; and
  - e. availability of funds pursuant to the Federal Award. Subrecipient acknowledges and agrees that subaward funds are only available to Subrecipient pursuant to this Agreement upon receipt of such funds by River Network from the Federal Awarding Agency pursuant to the Federal Award. In the event the Federal Awarding Agency fails to disburse such funds to River Network for any reason, River Network may, at its sole discretion, notify Subrecipient to temporarily cease work under this Agreement, reduce the Scope of Work, or terminate this Agreement. If River Network notifies Subrecipient in writing of any modification or termination of funding under the Federal Award that may materially impact this Agreement, Subrecipient shall stop work, and River Network shall, subject to the cost allowability requirements set forth in this Agreement, pay obligations incurred by Subrecipient prior to the date of such notice and that could not reasonably be cancelled.
- H. Project income. If Subrecipient anticipates generating any Program Income (as defined

at 2 C.F.R. §§ 200.1 and 200.307), Subrecipient shall promptly notify River Network. Subrecipient acknowledges and agrees it will reinvest such Program Income into the Project activities and will confer and cooperate in good faith with River Network in the treatment of such Program Income.

- I. Subrecipient shall not submit any costs or expenses that are unallowable under federal regulation or this Subaward to River Network for reimbursements. Costs that exceed the Maximum Amount, are incurred or submitted outside the Term, or that lie outside the scope of the activities of the purpose of this Subaward are unallowable.
- J. If USFS determines and informs River Network in writing that Subrecipient has not achieved the purpose of the Federal Award and has little likelihood of doing so, and that therefore River Network may be required to reimburse USFS for all or a portion of the Subrecipient subaward funds, River Network shall have the right to require reimbursement of all or a portion of the Subrecipient funds from Subrecipient.
- K. River Network shall be entitled to deduct and set off against all compensation that may otherwise become due by River Network to Subrecipient under this Agreement sums to cure or correct any of Subrecipient's defaults under this Agreement.

#### **SECTION VIII: Term.**

- A. This Agreement shall be binding and effective upon execution of this Agreement by both Parties ("Commencement Date"). This Agreement shall expire on March 30, 2028 (the "Expiration Date").
- B. The Expiration Date may be extended by amendment of this Agreement, which shall be in writing and signed by all Parties.
- C. *Pre-award costs.* The Parties acknowledge and agree that Subaward funds may not be used to support activities conducted outside the Term of this Agreement. Costs incurred by Subrecipient prior to the Commencement Date, or after the Expiration Date, are disallowed. However, River Network will consider expenses incurred in the 90-day period prior to execution of this Agreement on a case-by-case basis, if they are deemed necessary for the efficient and timely performance of the scope of work, and to the extent that they would have been allowable if incurred after the date of the Federal award. All pre-award costs require written approval by River Network.

#### **SECTION IX: Termination**

- A. *Termination for Convenience.* This Agreement may be terminated by either Party without cause by giving 60 (sixty) calendar days written notice to the other Party of intent to terminate. Upon receipt of the termination notice from River Network, the

Subrecipient shall take all necessary action to cancel outstanding commitments relating to the work under this Agreement. In the event of termination by River Network prior to the originally agreed upon expiration of the Term, River Network shall, subject to the cost allowability requirements referred to above, pay any obligations incurred by the Subrecipient that could not reasonably be canceled.

- B. *Termination for Cause.* This Agreement may be terminated for (i) a material breach of the Agreement by a Party; (ii) the failure to obtain, or the loss or suspension of, any license, permit, approval, or authorization necessary to conduct the activities set forth in the Scope of Work; or (iii) the exclusion or ineligibility for any reason (including but not limited to debarment or suspension) of the Subrecipient from participating in federal awards.
- C. *Termination of the Federal Award.* Consistent with Section VII.I., River Network may terminate this Agreement by written notice to Subrecipient if the Federal Award is terminated or if funding thereunder is materially reduced.

#### **SECTION X: Assignment**

Neither the rights or obligations set forth in this agreement may be assigned or transferred by the Subrecipient in whole or in part without the prior written consent of River Network.

#### **SECTION XI: Notice**

Notices to be provided related to this Agreement shall be effective only if made in writing and delivered by electronic mail to the following individuals, who are the primary contact(s) for each Party, respectively:

If to River Network:

Barbara Long or Stephanie Heidbreder

Barbara Long  
VP Finance, People & Ops  
720-465-6962  
blong@rivernetwork.org  
P.O. Box 21387, Boulder, CO 80308

Stephanie Heidbreder  
Director, Urban and Community Forestry  
720-790-8278  
sheidbreder@rivernetwork.org  
P.O. Box 21387, Boulder, CO 80308

If to Subrecipient:

Alyssa Jones Wood  
Sustainability Coordinator  
360-754-4140  
[ajoneswood@ci.tumwater.wa.us](mailto:ajoneswood@ci.tumwater.wa.us)  
555 Israel Road SW, Tumwater, WA 98501

**SECTION XII: Mutual Indemnification and Hold Harmless.** Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (the “Indemnified Party”), its affiliates, and its respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including but not limited to reasonable attorney’s fees) arising from or in connection with any breach of this agreement by the Indemnifying Party or its representatives, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are caused by the negligence or intentional misconduct of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party’s expense.

**SECTION XIII: Other Terms**

- A. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other agreements or understandings between the Parties, whether oral or written, and relating to the subject matter of this Agreement.
- B. **Amendment.** This Agreement may be modified only by mutual consent of the Parties, and by issuance of a written amendment signed by both Parties. River Network is not obligated to fund any modifications not properly approved in advance and incorporated herein through a valid amendment. No waiver, modification, or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by River Network and the sub-recipient. Except for the specific provisions(s) of this Agreement that may be amended pursuant to this paragraph, all other provisions of this Agreement shall remain in full force and effect after such Amendment.
- C. **Cooperation.** Subrecipient understands and agrees that River Network is required to monitor the activities of all subrecipients to ensure that the Subaward is used for authorized purposes in compliance with this Agreement, and that the Subrecipient’s performance goals are achieved. Subrecipient shall cooperate in good faith with River Network in implementing this Agreement and Project by, including but not limited to, regularly communicating with River Network about the Project, providing reports requested by River Network, arranging for site visits by River Network or its authorized representatives where appropriate, providing reports requested by River Network, and taking all other actions reasonably requested by River Network to implement the Project.
- D. Subrecipient shall comply, in implementing the Project, with all other applicable federal,



state, and local laws, regulations, and requirements, including, but not limited to, applicable health and safety and minimum wage requirements.

- E. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- F. Independent entity. Subrecipient and River Network are independent entities, and neither Party is an agent, authorized representative, or employee of the other Party. The Parties acknowledge that each Party shall be responsible for the actions and omissions of its employees, contractors, and agents in implementing the Project.
- G. Insurance. The Subrecipient shall maintain, during the Term, and at its sole cost and expense the following insurance against any claims or injuries to persons or damage to property that arises from or relates to the performance of the Project, pursuant to this Agreement, by Subrecipient, its agents, employees, representatives, or subcontractors: (1) general liability insurance including broad form property damage coverage and personal injury liability insurance written on an occurrence basis with limits of at least three million dollars (\$3,000,000) per occurrence against claims or damages to persons or property; and (2) motor vehicle liability insurance, covering all owned and non-owned vehicles used in performing the Scope of Work, with a liability limit of at least one million dollars (\$1,000,000) limit per claim written on a claims made basis. Any and all deductibles in the above insurance policies shall be assumed by Subrecipient. Subrecipient agrees to comply with all provisions of the workers compensation laws of the State of Washington.
- H. Copyright. For all works subject to copyright protection and created by or for Subrecipient in performance of this Agreement, Subrecipient hereby grants to River Network and the United State Government a royalty-free, non-exclusive, and irrevocable license to reproduce, display, publish, or otherwise use, and to authorize others to use, the copyright for any purpose whatsoever (including to create derivative works).
- I. Choice of Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.
- J. Significant Developments. Subrecipient shall immediately notify River Network of any significant developments as set forth in 2 C.F.R. §200.329(e), including (i) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Agreement. This notice must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and (ii) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- K. Definitions. Terms not otherwise defined herein shall have the meaning set forth in 2 C.F.R. §200.1.

- L. Recitals as substantive provisions. The Recitals set forth in this Agreement are hereby incorporated by reference as substantive provisions of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized officers.

Raj Shukla  
President  
For River Network  
P.O. Box 21387  
Boulder, CO 80308  
P: 608-721-6584

Debbie Sullivan  
Mayor  
For the City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501  
P: 360-754-4120

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment 1:** Federal Award between USDA, Forest Service and River Network

**Attachment 2:** Subrecipient Scope of Work

**Attachment 3:** Subrecipient Project Budget

**Attachment 4:** Subrecipient Project Budget Narrative

**Attachment 5:** FS-1500-22 Financial Capability Questionnaire

**Attachment 6:** Form AD-1048, Certification regarding Debarment

**Attachment 7:** Summary of Subrecipient and Federal Award Information

**Attachment 1  
Federal Award Provisions**

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-017  
Between The  
RIVER NETWORK  
And The  
USDA, FOREST SERVICE  
STATE, PRIVATE & TRIBAL FORESTRY  
COOPERATIVE FORESTRY**

Project Title: Building Climate Resilience in Disadvantaged Frontline Communities through Urban and Community Forestry - Inflation Reduction Act

Upon execution of this document, an award to River Network, hereinafter referred to as “River Network,” in the amount of **\$12,000,000**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. River Network accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 11, 2024, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Program performance reports and financial reports shall be submitted semi-annually. Please send copies of all reports to [SM.FS.WOSPReports@usda.gov](mailto:SM.FS.WOSPReports@usda.gov).

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at [margarita.dolar@usda.gov](mailto:margarita.dolar@usda.gov).

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. River Network shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. STATEMENT OF SUBSTANTIAL INVOLVEMENT. The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):
1. Review and approve recommended subaward grant agreements before any work begins related to unallocated or reserve funding.
  2. Review and approve tracking & accomplishment reporting system/s for subaward projects.
  3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
  4. Review and approve any proposed competitive process for new subawards
  5. Consult in the selection of key personnel, if requested by the River Network.
  6. Participate in the presentation of results in publications and/or conference presentations, if requested by the River Network.
- C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Diana Toledo 5398 Manhattan Cir STE P3 Boulder, CO 80303 Telephone: (720) 930-4810 Email: <a href="mailto:dtoledo@rivernetwork.org">dtoledo@rivernetwork.org</a>	Barbara Long 5398 Manhattan Cir STE P3 Boulder, CO 80303 Telephone: (720) 465-6962 Email: <a href="mailto:blong@rivernetwork.org">blong@rivernetwork.org</a>

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Robert Seemann 201 14 <sup>th</sup> ST SW Washington, DC 20250 Telephone: (225) 964-6158 Email: <a href="mailto:robert.seemann@usda.gov">robert.seemann@usda.gov</a>	Margarita (Peach) Dolar 201 14 <sup>th</sup> ST SW Washington, DC 20250 Telephone: (410) 940-4587 Email: <a href="mailto:margarita.dolar@usda.gov">margarita.dolar@usda.gov</a>

- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award River Network acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If River Network fails to comply with these provisions, the Forest Service will annul this award and may recover any funds River Network has expended in violation of sections 433 and 434.
- E. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). River Network shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the

request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): <a href="mailto:SM.FS.asc_ga@usda.gov">SM.FS.asc_ga@usda.gov</a> FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Robert Seemann <a href="mailto:Robert.seemann@usda.gov">Robert.seemann@usda.gov</a>

- G. ELECTION OF DE MINIMIS INDIRECT RATE. River Network has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as River Network chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- H. PRIOR WRITTEN APPROVAL. River Network shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- I. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **09/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

**Barbara Long** Digitally signed by Barbara Long  
Date: 2024.01.23 08:34:37 -07'00'

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BARBARA LONG

Date

Vice President of Finance, Operations and People  
River Network

**STEVEN KOEHN** Digitally signed by STEVEN KOEHN  
Date: 2024.01.23 12:51:34 -05'00'

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STEVEN W. KOEHN

Date

Director, Cooperative Forestry  
US Forest Service – State, Private & Tribal Forestry

The authority and the format of this award have been reviewed and approved for signature.

**MARGARITA DOLAR** Digitally signed by MARGARITA  
DOLAR  
Date: 2024.01.22 11:02:02 -05'00'

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MARGARITA DOLAR

Date

Forest Service Grants Management Specialist



## ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, River Network may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to River Network for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by River Network or any third party.
- C. NOTICES. Any notice given by the Forest Service or River Network will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To River Network, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at [fhrs.gov](https://fhrs.gov) in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later

than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

River Network shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with River Network's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- **Additional pertinent information:** To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G. NOTIFICATION. River Network shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for River Network to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify River Network when permission is granted.
- J. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the

recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. River Network is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

River Network may call on Forest Service's Office of Communication for advice regarding public notices. River Network is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. River Network shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. River Network shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or*

*retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

***"This institution is an equal opportunity provider."***

- N. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- O. AWARD CLOSEOUT. River Network must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to River Network must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- Q. DEBARMENT AND SUSPENSION. River Network shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should River Network or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
  - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or

- (3) Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
    - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      - i. Associated with performance under this award; or
      - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. “Employee” means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the

- performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

1. River Network agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions River Network will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify River Network in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. River Network agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. River Network agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after River Network learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, River Network must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. River Network shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration



and Nationality Act (8 U.S.C. 1324(a)). River Network shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.

## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*  
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and,
    - iv. A domestic or foreign for-profit organization
  3. *Executive* means officers, managing partners, or any other employees in management positions.
  4. *Subaward:*
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

## **ATTACHMENT C: WHISTLEBLOWER NOTICE**

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).

## Attachment 2 SOW

## PROJECT NARRATIVE TEMPLATE

**NOTE: Do NOT rename or rearrange the sections in this template.**

**INSTRUCTIONS:** Edit this document and complete each of the numbered sections below. Once your project narrative is completed, save this file as an Adobe Acrobat PDF file and upload it to the Grant Portal under the appropriate Project Narrative document workflow step.

The text in this narrative must be single spaced typed in standard typeface (e.g., Times New Roman, Arial, Calibri) with no smaller than 12-point font. Do NOT modify the page layout, margins, header, or footer in the document as each page must be numbered and have one-inch margins.

**NOTE: This completed project narrative document is NOT to exceed 7 single spaced pages.**

### 1. Project Scope Alignment:

Describe the issues this project is seeking to address and how the project will contribute to the goals in this funding opportunity, including congressional, Justice40, [State Forest Action Plans](#), and [Ten-Year Urban and Community Forestry Action Plan \(2016-2026\)](#) priorities.

The City of Tumwater Urban Forestry Capacity and Equity Project seeks to protect, enhance, and expand equitable urban tree canopy in Tumwater in order to maximize benefits to community members. In 2017, the City of Tumwater and its Urban Growth Area had an average of 40% urban tree canopy cover. Since 2017, we have learned that our urban tree canopy is not distributed equitably. According to the American Forests Tree Equity Score, 5 of 17 Census Block Groups in the City of Tumwater have low Tree Equity Scores ranging from 29 to 51. The City of Tumwater Urban Forestry Management Plan set a goal to increase urban tree canopy cover to 50% by 2040. With the funding requested in this proposal, we hope to sustainability increase Tumwater's capacity to manage our Urban Forest. We intend to preserve existing canopy cover and increase canopy cover in an equitable manner by providing free tree establishment materials (trees, mulch, compost, and watering bags) and technical assistance to residents of disadvantaged communities (DACs) in Tumwater.

The City of Tumwater Urban Forestry Capacity and Equity Project seeks to establish long-term monitoring of air temperature and extreme heat, launch assistance and grant programs for community members in Tumwater DACs to expand and preserve the urban and community forest, and build capacity within Tumwater staff by hiring an Urban Forester. Any work done by the Urban Forester that is paid for by this grant will occur within Tumwater DACs. Given that approximately 50% of Tumwater's boundaries contain DACs, this grant award will fund 50% of the full-time Urban Forester's time. The Urban Forester will track their time for grant accounting purposes utilizing City timesheet codes and excel.

The full-time Urban Forester will be tasked with the following:

- Concentrate at least 50% of work time to result in an equitable distribution of urban and community forest resources and benefits to the DACs in Tumwater
- Reviewing Tree/Forestry related Permit and Development applications;
- Maintaining, monitoring, and managing the City-owned Urban and Community Forest in coordination with other City staff;

- Developing and launching programs focused on distributing, assessing, and maintaining trees in DACs in Tumwater;
- Monitoring long-term air temperature and extreme heat in DACs and a control location;
- Staffing the City Tree Board; and
- Implementing the City Urban Forestry Management Plan.

This project is aligned with the Washington State Forest Action Plan, the Ten-Year Urban and Community Forestry Action Plan, and the City of Tumwater's Urban Forestry Management Plan. The Ten-Year Urban Forestry Action's mission is to help all communities create urban and community forests that are diverse, healthy, and accessible for all citizens. Specifically, this Project seeks to manage urban forests to improve human health and wellness by monitoring heat (Goal 2, Strategy C), engaging underserved communities in urban and community forestry (Goal 3, Strategy B and Goal 7, Strategy C), and following the Tumwater Urban Forestry Management Plan's guiding concept of right tree right place (Goal 4, Strategy A, Action 5). This project is also aligned with the Washington State Forest Action Plan as it aims to enhance the health and resilience of forests in urban centers to help support environmental justice (Goal 1). Lastly, this Project seeks to accomplish the Tumwater Urban Forestry Management Plan's Objective 5.2 Action D to hire an urban forester, certified arborist, or urban ecologist on City staff.

## **2. Implementation Strategy/Methodology/Timeline:**

Provide a detailed explanation of the proposed approach, methodology, operations strategies, project schedule/timeline with goals/milestones, expected accomplishments or measurable outcomes, and project assessment/evaluation methods.

Our approach to this project is to remove obstacles to preserving and expanding tree canopy in DACs while collecting long-term data on how this approach impacts extreme heat.

The City of Tumwater seeks both to increase its tree canopy and to retain the existing tree canopy which provides many ecosystem services to our community. We are incorporating lessons learned from our residents and case studies across the United States to develop our approach. Recent community engagement in Tumwater has shown staff that homeowners, especially income-restricted homeowners, remove trees because they fear the potential financial impacts of what a tree or limbs falling could create. Oftentimes, this fear can be alleviated by a Tree Health Assessment done by a Certified Arborist, but that comes with its own financial burden. In some cases, trees assessed by the Arborist may require maintenance to stay healthy and reduce the likelihood of property damage, such as trimming. Also, past experiences in other municipalities across the United States show that planting trees in the right-of-way in DACs without getting adequate buy-in or providing technical assistance for maintenance can cause projects to fail. Our intent is to ensure that additional trees or street trees planted in those neighborhoods are accepted by its residents prior to planting and that we provide support for existing street trees in these neighborhoods by way of a small grant used for maintenance and trimming.

The milestones we plan to achieve as part of this proposal are as follows:



**Milestone 1: Install Air Temperature Data Loggers in Heat Islands (Goal to complete installation by December 31, 2024)**

Use available data to identify the low-canopy and most extreme heat-impacted areas in DACs within the City and install at least 6 Air Temperature Data Loggers in those locations. The data collected using the data loggers will be used to prioritize planting efforts and examine disparities.

- Evaluation Methods: This task is focused on developing baseline data to compare future data against. Annual data pulls can be included in an overall Annual Report.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Quantitative Air Temperature Data	An average of 0.25 to 0.5 Degree F cooler in DACs	Seven data loggers will be deployed in DACs, one of which as a control at the Olympia Regional Airport in Tumwater which has other meteorological data collected regularly	

**Milestone 2: Hire a full-time Urban Forester (Goal for Staff Person to be hired by March 30, 2025)**

Recruit and hire a full-time Urban Forester staff person who will spend at least 50% of their time working towards an equitable distribution of urban and community forest resources and benefits to the DACs in Tumwater.

- Measurable Outcomes:
  - Number of Permit and Development Applications reviewed per year; and
  - Number of trees assessed, trimmed, maintained, and planted in the Urban and Community Forest.
- Evaluation Methods: Annual Report containing data points listed above and any anecdotal or qualitative measurements as applicable.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of Permit, Landscaping Plan, and Development Applications	250		Existing city funding will cover permit, plan, and application review in non-disadvantaged areas

reviewed			
Number of trees planted in DACs	250	Trees planted will be ~2" caliper trees	
Number of trees assessed in DACs	50		Existing city funding will cover tree assessments in non-disadvantaged areas

### **Milestone 3: Plan and Launch Canopy Equity Program (Goal to launch by March 30, 2026)**

Develop and launch a free tree establishment program to expand the community and urban forest in DACs in Tumwater on both City-owned and private property.

- Measurable Outcomes:
  - Outreach metrics with the goal to reach at least 50% of community members in DACs within Tumwater in year 1 via mailers, newsletters, flyers, and door-hangers;
  - Number of trees distributed per year; and
  - Strategy document for City-led plantings to increase canopy DACs of Tumwater.
- Evaluation Methods: Annual Report on outreach metrics, tree distribution, next steps for City-led plantings, and identified areas for improvement in the following year.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of trees distributed	250		

### **Milestone 4: Plan and Launch Tree Assessment Assistance (Goal to Launch by March 30, 2026)**

Develop and launch a program in which residents of DACs in Tumwater can request the City Urban Forester provide a Tree Health Assessment on their property free of charge.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of requests for Tree Health Assessments	50		
Number of Tree Health Assessments provided by the City Urban	50		Existing City funding will cover Tree Health Assessments in non-DACs

Forester in Tumwater DACs			
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- Evaluation Methods: Annual Report including the quantity of households requesting and receiving Tree Assessments from the City Urban Forester and feedback from the members of the public participating in the assistance program.

#### **Milestone 5: Launch Street Tree Trimming Grants (Goal to launch by January 31, 2027)**

- Description: Develop and launch a targeted small grant program in which residents of DACs in Tumwater can apply for in-kind or contracted services to trim street trees adjacent to their property. While this in-kind service will only occur in DACs, priority will be given to DAC residents of low- or moderate-income residents, street trees in DACs that are causing conflicts, and/or trees in DACs that have been assessed by the City Urban Forester and found to need this maintenance. Develop this small grant program with minimal barriers to use and work on it iteratively to make it easy to access.
- Measurable Outcomes:
  - Number of Street Tree Trimming grant applications; and
  - Number of trees trimmed utilizing the small grant program.
- Evaluation Methods: Annual Report including the quantity and demographics of people requesting and receiving Street Tree Trimming grants and feedback from grant recipients. Demographic information gathering will be voluntary.

Metric	Target Value (proposed value at project completion)	Metric Notes	Associated Activities (not covered by requested grant funds)
Number of Street Tree Trimming grant applications	50		
Number of trees trimmed in Tumwater DACs	40		

### **3. Capability and Capacity:**

Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.

The City of Tumwater adopted its Urban Forestry Management Plan in March 2021 and has had a community member Tree Board for more than twenty-five years. The City is currently undergoing the development of an Equity Toolbox which will be helpful in the development and deployment of Milestones 3 through 5.

Alyssa Jones Wood is the City of Tumwater Sustainability Coordinator. She will serve as Project Manager for the City of Tumwater Urban Forestry Capacity and Equity Project. Alyssa has a B.S. in Environmental Studies and a M.S. in Geosciences: Human-Environment Sustainability. She currently staffs the Tumwater Tree Board and spends approximately 30% of her time on the implementation of the Urban Forestry Management Plan. Alyssa has more than 9 years of experience managing projects related to the intersection of plants and equity and has 10 years of experience managing grant projects and the associated reporting.

Dan Smith is the City of Tumwater Director of the Water Resources & Sustainability Department. He will oversee the hiring of the Urban Forester and will supervise the position. Dan has a B.S. in Environmental Science and has expertise in hydrogeology, environmental chemistry, and environmental education.

Brad Medrud is the City of Tumwater Planning Manager. He will provide support to Alyssa and Dan related to planning for the City of Tumwater Urban Forestry Capacity and Equity Project. Brad has worked for 19 years as an urban planning consultant for public- and private-sector clients across Washington State on a wide variety of planning projects. Brad organized and oversaw the development of the Urban Forestry Management Plan and is currently the Project Manager on three Code revisions related to trees in Tumwater. Prior to Alyssa being hired Brad also staffed the Tumwater Tree Board. Brad holds a B.A., a M.S., and a Master of Urban Planning.

#### 4. Communications Plan:

Share your plans for communication on the project, including plans for 1) signage acknowledging the source of funding at project locations 2) inclusion of funding information in press and promotional materials.

The City plans to carry out the following communications to the public:

Communication	Funding Information Included
Press release announcing the grant award and project intent	Funding acknowledgment
Press release announcing the job posting for the Urban Forester	Funding acknowledgment
Press Release announcing the launch of the incentive, tree assessment assistance program, and tree trimming grants	Funding acknowledgment
Social Media Posts	USFS Logo
Social Media advertisements about the incentive, tree assessment assistance program, and tree trimming grants	USFS Logo
Newsletter Article about grant award	Funding acknowledgment
Newsletter Article about Urban Forester when hired	Funding acknowledgment

Newsletter article about the launch of the incentive, tree assessment assistance program, and tree trimming grants	Funding acknowledgment
Targeted mailing to addresses in EPA IRA Disadvantaged Communities in the City	USFS Logo
Yard Signs for program participants	USFS Logo

All communication including the Forest Service logo or a funding acknowledgement will be sent to the Forest Service for approval before distribution or printing.

### 5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

Clearly describe the scope of work to be performed in disadvantaged communities, and identify online vulnerability and environmental justice equity data and/or tools referenced to support a disadvantaged community designation, (e.g., White House Council on Environmental Quality [Climate and Economic Justice Screening Tool \(CEJST\)](#), EPA Environmental Justice and Screening Mapping Tool (EJScreen), EPA [EnviroAtlas Interactive Map](#), Opportunity Zones, or other vulnerability data/tools applicable to the scope of work). Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.**

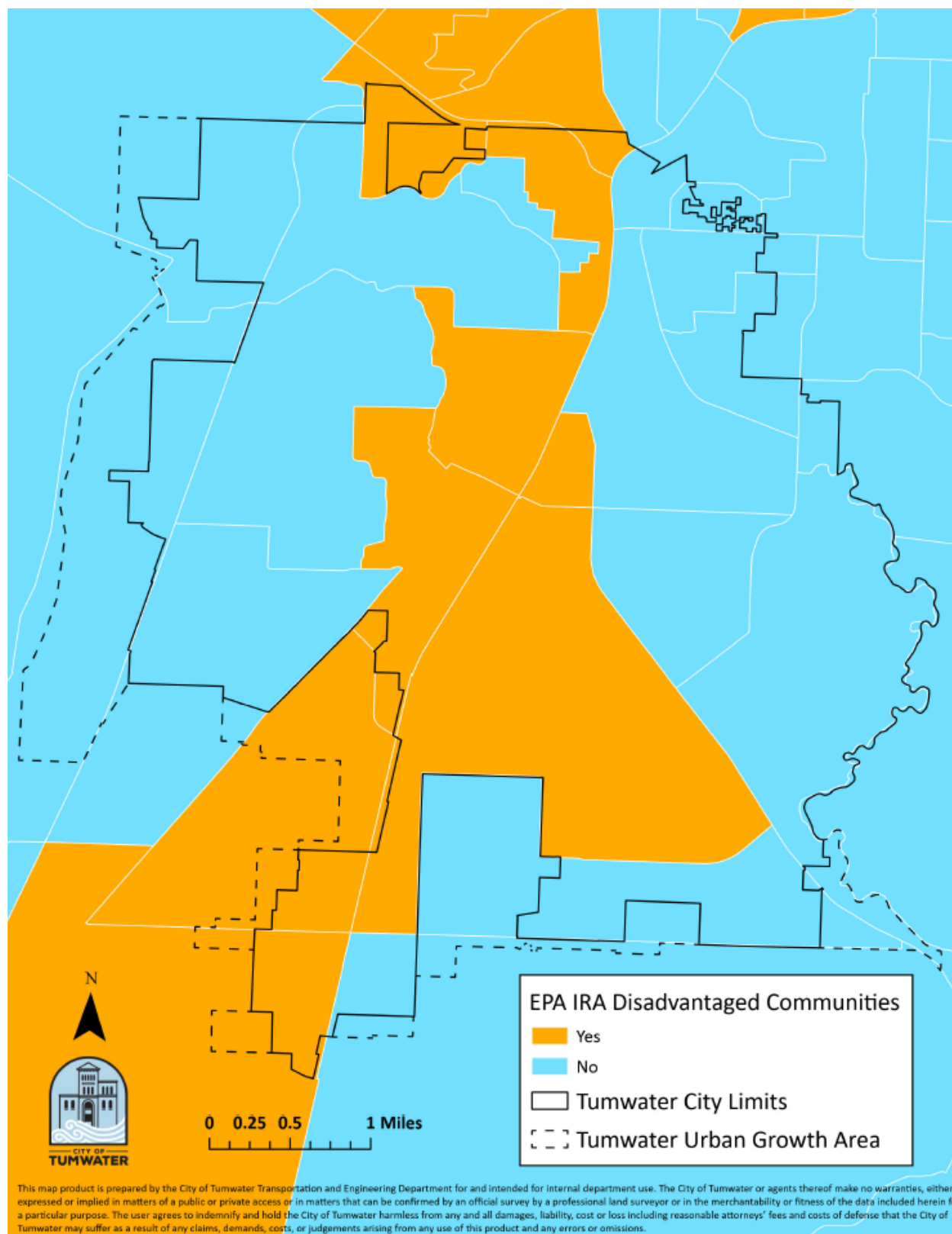
Primary applicants receiving cost-match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass through the cost match waiver to sub-awardees performing the work.

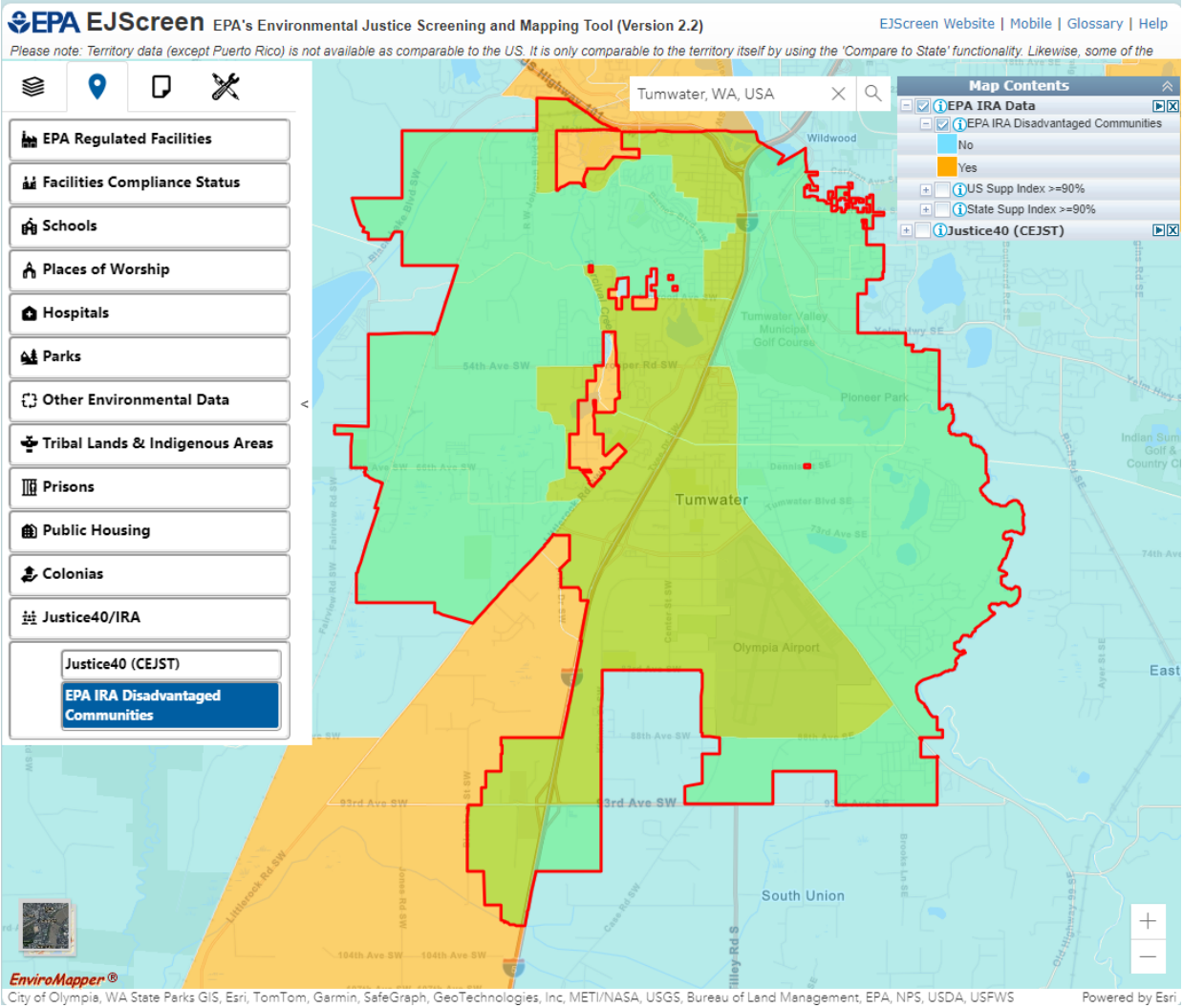
Much of the City of Tumwater's Urban Core is considered an EPA IRA Disadvantaged Community (orange areas of the map below).

Milestone	Benefits to DACs
1	This funding will be used to benefit DACs. The air temperature sensors will be distributed throughout DACs in Tumwater and will collect and monitor data regularly. This will allow the City of Tumwater to observe instances of extreme heat or urban heat island effect and work to lessen heat-harboring conditions through the other project milestones.
2	The full cost to hire a full-time Urban Forester will be split 50/50 between the River Network Grant and City funds. That time which is grant-funded will be focused on increasing equity and producing benefits for residents and tenants in DACs. At least 50% of the full-time Urban Forester's time will be dedicated to working towards an equitable distribution of urban and community forest resources and benefits to the

	DACs in Tumwater.
3	This funding and program are dedicated to residents and tenants within the DACs of Tumwater. Trees, mulch, compost, and watering bags will be provided only to addresses within the DACs. These benefits will accrue for DACs by having more shade trees and green space, which will hopefully help lower the ambient air temperature.
4	This funding and program are dedicated to residents and tenants within the DACs of Tumwater. Our intent with this program is to help residents and tenants feel comfortable about trees on their property by providing well-informed advice regarding tree health, risk, and maintenance needs. These benefits will accrue through more mature trees being left to live out their natural lives.
5	This funding and program are dedicated to residents and tenants within the DACs of Tumwater. Street trees are currently the adjacent property owner's responsibility to maintain, which can be a costly burden. Our intent with this program is to alleviate that cost where adjacent property owners cannot afford to keep up with necessary maintenance. The benefits of this will accrue by having better-maintained right-of-ways for pedestrians and bicyclists and improved tree health.

the in : 530670105204, 530670108011, 530670108012, 530670109102, 530670109103, 530670109201, 530670109202, and 530670118223 and(s).”The first map below was generated by using EPA Inflation Reduction Act Disadvantaged Communities .gbd data provided at [Inflation Reduction Act Disadvantaged Communities Map | US EPA](#). City Limits and Tumwater Urban Growth Area boundaries were supplied from the City of Tumwater. The second map provided is from the EJ Screening Tool (version 2.2) with an overlay of the EPA DAC layers and City of Tumwater boundaries.







## Attachment 3 Project Budget

## BUDGET TABLE

	Funds (requested)	Non-Federal Match Cash	In-Kind	Total	Source of Matching Funds
Personnel				\$0.00	
Urban Forester					
Salary	\$133,992.00			\$133,992.00	
				\$0.00	
				\$0.00	
Fringe Benefits				\$0.00	
Urban Forester					
Benefits	\$50,515.50			\$50,515.50	
				\$0.00	
				\$0.00	
Travel				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Equipment				\$0.00	
				\$0.00	
				\$0.00	
Supplies				\$0.00	
Incentives: Trees,					
Watering Bags,					
Compost, and					
Mulch	\$52,407.50			\$52,407.50	
Printing and					
Mailing Costs	\$14,580.00			\$14,580.00	
Temperature Data					
Loggers	\$1,806.75			\$1,806.75	
Contractual				\$0.00	
Tree Pruning					
Services for					
residents of DACs	\$80,000.00			\$80,000.00	
				\$0.00	
				\$0.00	
Other (sub-grants only)				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>Total Direct Costs:</b>	<b>\$333,301.75</b>	<b>\$0.00</b>		<b>\$333,301.75</b>	
Indirect Cost:				\$0.00	
<b>Total Project Cost:</b>	<b>\$333,301.75</b>	<b>\$0.00</b>		<b>\$333,301.75</b>	

## **Attachment 4**

### **Budget Narrative**

#### **Budget Narrative**

**Applicant:** City of Tumwater

**Project:** City of Tumwater Urban Forestry Capacity and Equity Project

#### **Personnel:**

A full-time Urban Forester is required for Milestones 3 through 5 in the Project Narrative.

The Urban Forester will spend 50% of their time in EPA IRA Disadvantaged Communities and working to prioritize equity to inform future decisions to allocate resources equitably and address urban and community forestry disparities. The Urban Forester will track their time utilizing City timesheet codes and Excel to ensure they are charging the correct amount of their time to the grant. The Urban Forester will be a salaried position working 40-hour workweek, typically 8 a.m. to 5 p.m. Monday through Friday, with some night and weekend duties sporadically. The salary is budgeted below to be static throughout the three years. If cost of living adjustments occur within the grant period, the City will include that in their share of the salary and benefit costs.

Urban Forester: 3 years at a maximum salary of \$89,328 per year = \$267,984 total cost

50% of total salary cost (River Network Grant) = \$133,992

#### **Fringe Benefits:**

All benefits are based on an expected benefit rate of 37.7%. Much like the salary of the Urban Forester, we are requesting the River Network fund 50% of these costs.

\$89,328 per year \* 37.7% = \$33,677 per year total benefits

\$33,677 \* 3 years = \$101,031

50% of total benefits (River Network Grant) = \$50,515.50

#### **Supplies:**

##### **Trees, Watering Bags, Compost, and Mulch**

Tree Establishment Costs include Trees at \$150 each + Watering Bag at \$30 each + Compost at \$5 each + Mulch at \$5 each + 9.7% sales tax = \$208.43

125 per year at \$208.43 each + \$150 delivery each year = \$26,203.75 per year

2 years of incentive = \$52,407.50

**Printing and Mailing Costs:**

Expected printing of 10,000 door hangers per year at \$0.07 each = \$700 per year

13,000 postcards printed and mailed per year at \$0.32 each = \$4,160 per year

3 years of mailing for both planning and launching Milestones 3 through 5 = \$14,580

**Ambient Air Temperature Data Loggers**

Seven Temperature Hobo Data Loggers at \$230 + \$37 shipping + 9.7% Sales Tax = \$1,806.75

**Contractual:**

Direct contract with Certified Arborists to trim and maintain street trees as part of Milestone 5 in the Project Narrative. The contractor to complete this work has not been selected yet and will be selected through a competitive solicitation process. Cost estimates for hourly labor came from averaging the cost estimates for small and large routine pruning estimates included in Tumwater's 2024 Tree Inventory and Maintenance Plan.

320 hours at \$250 per hour = \$80,000



USDA Forest Service

OMB 0596-0217  
FS-1500-22**FINANCIAL CAPABILITY QUESTIONNAIRE**

FISCAL YEAR: 2023

Adequate accounting systems should meet the following criteria as outlined in the Office of Management and Budget's (OMB) Circular of Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 CFR Part 200, as implemented by USDA regulations 2 CFR Part 400.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

**APPLICANT ORGANIZATIONAL INFORMATION**

1. Name of Organization and Address:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

2. Authorized Representative's Name and Title: Troy Niemeyer

3. Phone: 360 - 754 - 4135 ext.

4. Fax: - -

5. Email:

TNiemeyer@ci.tumwater.wa.us

6. Year Established:  
18697. Employer Identification Number (EIN):  
91 - 60015208. DUNS Number:  
038 - 51 - 7355

9. Type of Organization: Local Government

10. Approximate Number of Employees: 250

Full Time (Paid): 210

Full Time (Volunteer): 0

Part Time (Paid): 40

Part Time (Volunteer): 0

**FEDERAL AUDIT DATA**11. Have you been audited by a Federal agency?: ☒ Yes ☐ No

If yes, please indicate the type:

☒ OMB A-133 Single Audit (required of institutions that annually expend over \$750,000 in federal funds)☐ Incurred Cost ☐ Accounting System ☐ Timekeeping

12. Date of Last Federal Audit/Review (m/d/yyyy): 9/21/2023

Audit Agency/Firm:  
Washington State Auditor's  
Office

If findings are reported, explain: n/a

**FINANCIAL STATEMENT AUDIT DATA**

13. Date of Last Financial Statement Audit: 12/6/2023

Fiscal Period Audited: 2022

Audit Firm: Washington State Auditor's Office

Auditor's Opinion on Financial Statement:

☒ Unqualified Opinion☐ Qualified, Disclaimer  
or Adverse Opinions

If other than unqualified, state reason: n/a



If you have not had an audit completed in the last two years, please submit a copy of your most recent tax forms (990 for non-profits). If you do not have a current tax form, please explain: n/a

### ACCOUNTING SYSTEM

14. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?

☐ Yes ☒ No

15. If yes, provide name and address of Agency performing review:

**Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.**

16. Which of the following best describes your accounting system:

☐ Manual ☒ Automated ☐ Combination

17. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☒ Yes ☐ No ☐ Not Sure

18. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

19. Does the accounting system provide for the recording of cost sharing or match for each grant? Can you ensure that documentation is available to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure

20. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☒ Yes ☐ No ☐ Not Sure

21. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a grant?

☒ Yes ☐ No ☐ Not Sure

22. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

☒ Yes ☐ No ☐ Not Sure

23. Is your organization generally familiar with the existing regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☒ Yes ☐ No ☐ Not Sure

### FUNDS MANAGEMENT

24. Is a separate bank account maintained for Federal grant funds?

☐ Yes ☒ No

25. If a separate bank account is not maintained, can the Federal grant funds and related expenses be readily identified?

☒ Yes ☐ No

### PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

#### PROPERTY STANDARDS

26. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

☒ Yes ☐ No ☐ Not Sure



USDA Forest Service

OMB 0596-0217  
FS-1500-22

27. Does your property management system(s) provide for a physical inventory and reconciliation of property at least every two years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
28. Does your property management system(s) provide controls to insure safeguards against loss, damage or theft of the property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>PROCUREMENT STANDARDS</b>	
29. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
30. Does your procurement system provide for the conduct to ensure selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
31. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? <a href="http://www.sam.gov">www.sam.gov</a>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>TRAVEL POLICY</b>	
32. Does your organization maintain a standard travel policy or, if no policy exists, does your organization adhere to rates and amounts established under 5 U.S.C. 5701–11, ("Travel and Subsistence Expenses; Mileage Allowances"), and policies under the Federal Acquisition Regulations at 48 CFR 31.205– 46(a)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>SUBRECIPIENT MANAGEMENT</b>	
33. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>INDIRECT COSTS</b>	
34. My organization has an established indirect cost rate	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
35. If my organization chooses to charge indirect costs to the Federal award or use indirect costs as a match, you understand that you must prepare an indirect cost rate proposal and submit it to your cognizant Federal agency for approval. Alternatively, you may use a de minimus rate of 10% of modified total direct costs (MTDC).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION</b>	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	
Title:	





USDA Forest Service

OMB 0596-0217  
FS-1500-22

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



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

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

City of Tumwater

PR/AWARD NUMBER OR PROJECT NAME

City of Tumwater Urban Forest Capacity and Equit

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Dan Smith, Water Resources &amp; Sustainability Director

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Attachment 7

Summary of Subrecipient and Federal Award Information  
2 C.F.R. § 200.332

Federal Award Identification (2 C.F.R. 200.332(a)(1))	
Subrecipient Name	<i>City of Tumwater</i>
Subrecipient's unique entity identifier (UEI) number	LLLDHHS4E5G1
Federal Award Identification Number (FAIN)	24-CA-11132544-017
Federal Award Date	January 23, 2024
Subaward Period of Performance Start and End Date	"Effective Date of Subrecipient Agreement" with an end date of
Subaward Budget Period Start and End Date	"Effective Date of Subrecipient Agreement" with an end date of
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$333,301.75
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$333,301.75
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$333,301.75
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	City of Tumwater Urban Forest Capacity and Equity Project
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Federal awarding agency: USDA Forest Service Pass-through entity: River Network Contact information for awarding official of Pass-through entity: Stephanie Heidbreder <sheidbreder@rivernetwork.org>
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	10.727: Inflation Reduction Act Urban & Community Forestry Program (\$333,301.75)
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 C.F.R 200.414	De minimis rate: 10%

TO: Public Works Committee  
FROM: Stan Osborn, Parks and Facilities Manager  
DATE: July 18, 2024  
SUBJECT: Small Works Contract with Construction, Inc. for Crosby House Foundation Repair

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1) Recommended Action:

Recommend the contract with Construction, Inc. for Crosby House Foundation Repair in the amount of \$106,000 be placed on the August 20, 2024, consent calendar with a recommendation to approve and authorize the Mayor to sign.

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2) Background:

This 160-year-old home has a legacy and a purpose here in Tumwater. Its history and value to the community is non-quantifiable. For decades, the building has become more and more difficult to maintain. The primary reason for this is the foundation, its design, and the materials used. We plan to repair all that is damaged pertaining to the foundation, thus allowing us to “freeze” the building from any more movement. To do this, we will be replacing many of the floor joists, and adding many more pier supports throughout the building as with adding bracket supports to other joists.

---

3) Policy Support:

Council strategic priorities and goals - Rejuvenate the Brewery Neighborhood

---

4) Alternatives:

- ☐ Recommend approval of contract
  - ☐ Continued discussion to a future meeting.
- 

5) Fiscal Notes:

The contract is for the amount of \$106,000. We have budgeted an additional \$50,000.00 for any unforeseen issues that may arise.

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6) Attachments:

A. Small Works Contract with Construction, Inc including exhibits & appendix

**SMALL PUBLIC WORKS CONTRACT  
FOR  
CROSBY HOUSE FOUNDATION REPAIR**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this \_\_\_\_ day of \_\_\_\_\_, 2024 and is made by and between the **City of Tumwater**, a Washington municipal corporation ("City or Owner"), and **Construction Inc**, a Washington corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Crosby House Foundation Repair project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. The contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor, and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the Crosby House Foundation Repair project. The Project includes **Exhibit "A"** (Scope of Work) without limitation, and other work; as shown on the Plans and as described in these Specifications, all in accordance with the Contract Documents ("Work"). Work shall be performed and completed as described in the Contract Documents, which include without limitation, this Contract, , , Scope of Work as Exhibit A; Contract Change Order Agreement attached as Exhibit B; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit C; Certificate(s) of Insurance Form attached hereto as Exhibit D; Notice of Completion of Public Works Contract attached as Exhibit E; Contractor's Retainage Agreement attached as Exhibit F; Retainage Bond to City of Tumwater attached as Exhibit G; Bid Proposal, Scope and Schedule of Prices as Exhibit H; current State Prevailing Wage Rates attached as Appendix A; incorporated herein by this reference (collectively the "Contract Documents").

Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within ninety (90) working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, the Contractor agrees to pay to the City liquidated damages in the amount outlined in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as **Exhibit E**.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers' undue sums of money, adding time needed for

administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

### LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day  
(rounded to the nearest dollar).

C = Original Contract amount.

T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as **Exhibit B**, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by



the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the “one call” locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Plans and Specifications, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents (“Term”).

## **3. WARRANTY**

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City’s final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

## **4. COMPENSATION**

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Exhibit H, Scope of Work and Bid

Proposal **One Hundred Six Thousand Dollars (\$106,000.00)** , which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Engineer. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Engineer and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

## 5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment

The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts, **Exhibit "C"**:

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

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

(c) Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in

whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

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

C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Discriminatory actions such as the ones listed here are prohibited:

(a) Refusing to hire any person because of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration 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, unless based upon a bona fide occupational qualification: PROVIDED, That the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved: PROVIDED, That this section shall not be construed to require an employer to establish employment goals or quotas based on sexual orientation;

(b) Discharging or barring any person from employment because of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration 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;

(c) Discriminating against any person in compensation or in other terms or conditions of employment because of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability: PROVIDED, That it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes; or

(d) Printing or circulating, or causing to be printed or circulated, any statement, advertisement, or publication, or to use any form of application for employment, or to make

any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, or any intent to make any such limitation, specification, or discrimination, unless based upon a bona fide occupational qualification: PROVIDED, That nothing contained herein shall prohibit advertising in a foreign language.”

#### **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor’s ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

#### **7. CITY’S RIGHT TO TERMINATE CONTRACT**

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City’s option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City’s satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.

(6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.

(7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.

(8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.

(9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.

(10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or

(11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

(1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.

(2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.

(3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

## 8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor 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 Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor'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 benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, 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, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

## 9. INSURANCE

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with \$2,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of \$1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in APWA GSP Section 1-07.18(5)D included in these Contract Documents);
- (3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.
- (4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.
- (5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance on an ACORD™ Certificate of Liability Insurance form or an equivalent format attached hereto as **Exhibit D**, which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

## **10. PERFORMANCE AND PAYMENT BONDS**

Pursuant to RCW 39.08.010, Contractor shall post both a Performance Bond and a Payment Bond, in favor of the City, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. The City has waived the requirements of Performance and Payment Bonds in favor of a Retainage Bond, attached to this contract as **Exhibit G**.

## **11. SAFETY**

Contractor 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). Contractor 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. Contractor 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 Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **12. PREVAILING WAGES**

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages



and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

**12.2 Exemptions to Prevailing Wage.** The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract, do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

**12.3 Reporting Requirements.** On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

**12.4 Disputes.** In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

### **14. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

### **15. CONFIDENTIALITY**

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

### **16. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. 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 Contract.

### **17. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor 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 Contractor 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 Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

### **18. GENERAL PROVISIONS**

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

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

**CITY OF TUMWATER**  
555 Israel Road SW  
Tumwater, WA 98501-6515

\_\_\_\_\_  
Debbie Sullivan, Mayor

Attest:

\_\_\_\_\_  
Melody Valiant, City Clerk

Approved as to Form:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Tax ID# \_\_\_\_\_

By: \_\_\_\_\_  
Type/Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Type/Print Name  
Notary Public in and for the State of Washington  
My commission expires: \_\_\_\_\_.

## SMALL PUBLIC WORKS CONTRACT

### CROSBY HOUSE FOUNDATION REPAIRS

#### Scope of Work

Re-framing of the floor support system with new, properly sized, and supported 6x8 carrying beams, 4x6 support posts, and 20"x20" concrete pier pads. The existing building will be temporarily shored up, existing deficient framing beams and posts removed, and a new framing system installed as per engineering. The existing split log support at the center line of the original home appears to be original. While that carrying beam is heavily pest damaged, it is of historical value and should remain in place along with the existing floor joists, but not relied on to provide any structural support to the building. Existing pest-damaged floor joists are to have new joists sistered onto them. The original joists would all remain in place, even if pest-damaged as the overlying subfloor and wood floors of the main structure are fastened to them and it is doubtful they could be removed without damage to the subfloor. Many of the existing floor joists, even where not insect damaged are crushing due to overloading. They should be sistered on a "squash block" of an equivalent 2x joist sized approx. 2' long and fastened to the existing joist, to increase the bearing area and prevent further crushing of the joist at the bearing points of the carrying beams. Supply a rough floor plan showing joists, beams, support posts, and pad foundations for reference. Clear out the crawl space of any deleterious framing material, previous construction debris, abandoned ductwork, etc. After the framing repairs, flooring insulation and a new vapor barrier are to be installed. Some re-grading and excavation will be required below the building to provide adequate access height, to ensure there is necessary clearance below the new support beams to access the various portions of the building in the future.

#### The Work

- Before construction begins, at the pre-con meeting discussions will include:
  - Vegetation removal, access point enlargements, street access, days and times of work, and most importantly Safety.
- All work on this historically registered Home will be at or better than construction and trade norms while being respectful of its historic properties.
- Provide engineering and secure all required permits.
- Clean out the crawl space and remove existing deficient support beams, posts, foundations, etc. Including temporary shoring of the existing structure for framing repairs required. Taking time to install temporary support prior, to avoid any movement or shifting of joists.
- Excavation and Installation of new 20" isolated foundations throughout the crawl space to support the new framing system. These will be set on a gravel medium and at a depth that the code requires.
- Repair the bathroom sub-floor supports and sub-floor, as with plumbing serving the room. Install new toilet\* and wash basin\*. The city will provide bathroom fixtures, finish flooring, and paint for the contractor to install/apply. \*
- Repair the existing floor framing system where damage has occurred, and install new framing support beams, support posts, and connections to new isolated

foundations. As per engineered plans. This includes modifications to foundation access points as needed for moving material into and out of the crawl space. Any permanent changes to the openings to the crawl space will be approved by the Facilities Manager including new access doors/panels.

- Clean out the entire crawl space when construction is complete then, insulate and install a new vapor barrier throughout the crawl space.
- Site to be kept in an organized and clean way. Daily cleaning and organizing occur at the end of each workday.
- Any need for security or hazard identification on site is the contractors' responsibility.
- Spoils to be covered to prevent contamination of surroundings as per Surface water mandates.
- Supply Facilities Manager with pictures of work progress throughout the life of this project.

## Exhibit B

## CONTRACT CHANGE ORDER AGREEMENT



DATE:	CHANGE ORDER NO:	
PROJECT:		
PROJECT #:	ORIGINAL CONTRACT AMOUNT:	
CONTRACTOR:	UNDER PAY ESTIMATE NO:	

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

[illegible]

**SUMMARY OF PROPOSED CHANGE:**

Following describes the proposed change in the Work:

A.

B. The amount of working/calendar days that will be added to the total authorized contract days as a result of this

**APPROVED BY:**

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PW DIRECTOR \_\_\_\_\_ DATE: \_\_\_\_\_

Small Public Works Project  
Crosby House Foundation Repair - Project #K0011034



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**Exhibit C****NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF  
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: CONSTRUCT, Inc.

(Name of Union or Organization)

The undersigned currently holds contract(s) with City of Tumwater  
involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a  
prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in  
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the  
undersigned is obliged not to discriminate against any employee or applicant of  
employment because of race, religion, creed, color, national origin, sex, marital status,  
disability, sexual orientation, age or other basis prohibited by state or federal law. This  
obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR  
TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or  
subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to  
employees or applicants for employment.

Complaints may be submitted to the Design and Construction Manager,  
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

  
Signed
Andrew Christensen

Type/Print Name

CONSTRUCT, Inc.

(Contractor or Subcontractor)

4/23/24

Date

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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2024

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

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

<b>PRODUCER</b> <b>USI Insurance Services NW</b> <b>601 Union Street, Suite 1000</b> <b>Seattle, WA 98101</b> <b>425 822-1368</b>	<b>CONTACT NAME:</b> Lisa Gardiner <b>PHONE (A/C, No, Ext):</b> 206-304-6312 <b>FAX (A/C, No):</b> 610-362-8530 <b>E-MAIL ADDRESS:</b> lisa.gardiner@usi.com																					
<b>INSURED</b> <b>Construct Inc.</b> <b>855 Trosper Rd SW #108-345</b> <b>Tumwater, WA 98512</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Alaska National Insurance Company</td><td>38733</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Alaska National Insurance Company		38733	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 per CI <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	24BLS31577	02/23/2024	02/23/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	24BAS31577	02/23/2024	02/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	X		24BLU31577	02/23/2024	02/23/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	24BLS31577 WA STOP GAP	02/23/2024	02/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented/ Leased EQ			24BIA31577	02/23/2024	02/23/2025	\$250,000

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

**RE: Crosby House Foundation Stabilization**

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Tumwater only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

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

AUTHORIZED REPRESENTATIVE

*Gary D. Patterson*

DESCRIPTIONS (Continued from Page 1)

The General Liability policy contains a special endorsement with Primary wording, when required by written contract.

**Exhibit E**

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor: Construction Inc.

Project: Crosby House Foundation Repair

The City of Tumwater has determined that the Crosby House Foundation Repair Project has been Physically Completed per Section 1-08.5 of the Standard Specifications as of \_\_\_\_\_, 20\_\_\_\_, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's acceptance of the work or contract.

Sincerely, Stan Osborn

Tumwater Parks & Facilities Manager

Small Public Works Project  
Crosby House Foundation Repair - Project #K0011034

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**Exhibit F****CITY OF TUMWATER****CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE****(Choose ONLY One)**

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW's 39.08.010(3) and 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the City until thirty (30) days following final acceptance of the work in accordance with RCW 39.08.010(3). (No interest will be earned on the retained percentage amount under this election).

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤  
➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate \_\_\_\_\_ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates \_\_\_\_\_, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤

Complete, with appropriate signatures, the following ***Exhibit G RETAINAGE BOND TO CITY OF TUMWATER***, if choosing to bond for retainage.

### **CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE**

Project Title:

I hereby certify that all work required by the above cited contract was completed on \_\_\_\_\_ and final acceptance by the City was granted on \_\_\_\_\_.

I also certify that no liens have been received within 60 days from the above date from any person, persons, mechanics, subcontractors or materialmen who has performed any work or provided any material of subject contract.

\_\_\_\_\_  
Contract Manager

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Type/Print Name

*Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2)*

*Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3)  
Employment Security, Unemployment Insurance Premiums (State of Washington  
Employment Security Dept.)*

**Exhibit G****RETAINAGE IN LIEU OF BOND TO CITY OF TUMWATER**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_, as Contracting Corporation under the laws of the State of Washington, (“Contractor”), and the City of Tumwater (“City”) agree that in lieu of a Bond with the City the Contractor shall act as Surety and provide retainage of 10% of the total contract cost

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted; and

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Contractor, providing for the \_\_\_\_\_ project, which contract is incorporated herein by this reference (“Contract”), and

On Public Works contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW [39.10.210](#), the City may, in lieu of the bond, retain 10% (ten percent) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](#) RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

, This sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Contractor. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

E. The Contractor has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of 10% of the total project cost; and

F. The City is prepared to release any required retainage money previously paid by the Contractor prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Contractor shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the

Contractor or subcontractors with provisions and supplies for the carrying on of said work, and if the Contractor shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Contractor as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this retainage, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Contractor shall automatically increase the obligation of the Surety on this Retainage in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this retainage without consent of the Surety.

Within forty-five (45) days of receiving notice that the Contractor has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this retainage, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the retainage shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the retainage amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this retainage in lieu of bond with respect to the City's declaration of default by the Contractor, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, [www.usamwa.com](http://www.usamwa.com). The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this \_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party hereto affixed,

and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF CONTRACTOR: [CONTRACTOR]

By: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

CORPORATE SEAL OF SURETY: [SURETY]

By: \_\_\_\_\_

Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Type/Print Name

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

### CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Contractor in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Contractor, was \_\_\_\_\_ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Type/Print Name

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Surety, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Type/Print Name

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

## Exhibit H

### SMALL PUBLIC WORKS CONTRACT

#### CROSBY HOUSE FOUNDATION REPAIRS

##### Scope of Work

Re-framing of the floor support system with new, properly sized, and supported 6x8 carrying beams, 4x6 support posts, and 20"x20" concrete pier pads. The existing building will be temporarily shored up, existing deficient framing beams and posts removed, and a new framing system installed as per engineering. The existing split log support at the center line of the original home appears to be original. While that carrying beam is heavily pest damaged, it is of historical value and should remain in place along with the existing floor joists, but not relied on to provide any structural support to the building. Existing pest-damaged floor joists are to have new joists sistered onto them. The original joists would all remain in place, even if pest-damaged as the overlying subfloor and wood floors of the main structure are fastened to them and it is doubtful they could be removed without damage to the subfloor. Many of the existing floor joists, even where not insect damaged are crushing due to overloading. They should be sistered on a "squash block" of an equivalent 2x joist sized approx. 2' long and fastened to the existing joist, to increase the bearing area and prevent further crushing of the joist at the bearing points of the carrying beams. Supply a rough floor plan showing joists, beams, support posts, and pad foundations for reference. Clear out the crawl space of any deleterious framing material, previous construction debris, abandoned ductwork, etc. After the framing repairs, flooring insulation and a new vapor barrier are to be installed. Some re-grading and excavation will be required below the building to provide adequate access height, to ensure there is necessary clearance below the new support beams to access the various portions of the building in the future.

##### The Work

- Before construction begins, at the pre-con meeting discussions will include:
  - Vegetation removal, access point enlargements, street access, days and times of work, and most importantly Safety.
- All work on this historically registered Home will be at or better than construction and trade norms while being respectful of its historic properties.
- Provide engineering and secure all required permits.
- Clean out the crawl space and remove existing deficient support beams, posts, foundations, etc. Including temporary shoring of the existing structure for framing repairs required. Taking time to install temporary support prior, to avoid any movement or shifting of joists.
- Excavation and Installation of new 20" isolated foundations throughout the crawl space to support the new framing system. These will be set on a gravel medium and at a depth that the code requires.
- Repair the bathroom sub-floor supports and sub-floor, as with plumbing serving the room. Install new toilet\* and wash basin\*. The city will provide bathroom fixtures, finish flooring, and paint for the contractor to install/apply. \*
- Repair the existing floor framing system where damage has occurred, and install new framing support beams, support posts, and connections to new isolated



foundations. As per engineered plans. This includes modifications to foundation access points as needed for moving material into and out of the crawl space. Any permanent changes to the openings to the crawl space will be approved by the Facilities Manager including new access doors/panels.

- Clean out the entire crawl space when construction is complete then, insulate and install a new vapor barrier throughout the crawl space.
- Site to be kept in an organized and clean way. Daily cleaning and organizing occur at the end of each workday.
- Any need for security or hazard identification on site is the contractors' responsibility.
- Spoils to be covered to prevent contamination of surroundings as per Surface water mandates.
- Supply Facilities Manager with pictures of work progress throughout the life of this project.

### SCHEDULE OF PRICES

Item		Quantity	Unit	Unit Price	Total
	Subtotal			XXXXXXX	
	Sales Tax	9.3	%	XXXXXXX	
	<b>Total</b>			XXXXXXX	

The City of Tumwater reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

Receipt of the following Addendums is hereby acknowledged:

_____ Corporation / Partnership / Individual	Addendum No. ____ Date Issued: ____ Addendum No. ____ Date Issued: ____
_____ <i>(Delete Two)</i>	

 \_\_\_\_\_  
 Firm Name

 \_\_\_\_\_  
 Title

 \_\_\_\_\_  
 Bidder's State License No.

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Bidder's State Tax No.

 \_\_\_\_\_  
 Type/Print Name



March 26<sup>th</sup>, 2024

City of Tumwater  
Department of Parks & Facilities  
555 Israel Rd. SW  
Tumwater, WA 98501

Attention: Stan Osborn, Parks & Facilities Manager

Re: Crosby House Foundation Stabilization (Historical Home)

Mr. Osborn,

CONSTRUCT, Inc. is pleased to submit the following proposal for the referenced project to provide foundation stabilization and repair services for the Historical Crosby House building owned by City of Tumwater. We pride ourselves on providing top level customer service, and work to complete all our projects in a manner that is successful for all parties involved, not just the contractor. We are pleased to have performed beyond expectations for numerous clients in the past and will bring that same diligence and knowledge to this project if awarded this contract.

**Team Members & Specific Experience:**

We have put together an exceptionally qualified, skilled, and experienced team, all of whom have spent their entire careers involved in the construction industry and all of whom have experience working small scope remodel projects equivalent to this project. We are dedicated to gaining a complete understanding of this project's unique goals by listening to the owner's representatives and stakeholders early on, and then meeting those goals during the execution of the work.

I will be your primary point of contact for CONSTRUCT, Inc. throughout the selection process and the subsequent planning and construction phases acting as Project Manager. As project manager I would be responsible for overall coordination of the work, attending project meetings and processing material submittals and contract paperwork. I would also develop the overall project schedule which would include the pre-construction activities and material procurement

as well as the construction schedule, which would detail out the project specific work plan. I have 22 years experience working locally on public and private commercial projects and all that experience has been with CONSTRUCT, Inc.

We have performed foundation stabilization of two other very similar buildings of an equivalent size. These projects include shoring up and installing a new foundation under a Historic Officer's Quarters building in North Fort Lewis which is one of the 4 remaining structures from the original fort. This project was at the Western State Hospital Grounds and was performed for DSHS and the architect team was Swalling Walk architects who would be an excellent reference for our performance on this type of project. Craig Swalling can be reached at (360) 539-5175. The second example of a similar project we have done is performing foundation and framing repairs to my personal residence. This included all new support framing members and support beams to raise the structure 14" and to correct and repair existing pest damage, as well as shoring and support to correct previous settlement issues. That house is a historic farmhouse built in 1918 and that project was completed in 2023 in the north Olympia area.

Depending on timing of the construction phase, we expect Kasdin Durrough to be our field superintendent and on-site contact for this project. He would be the day to day on-site contact for City of Tumwater and would be responsible for implementing the work as scheduled. He would schedule any material deliveries, and keep the owner staff informed of progress. He would schedule and coordinate all building department inspections. Kasdin has worked for CONSTRUCT, Inc. for the past 3 years and his specific area of expertise is small scale renovations projects with a specific affinity for old historic buildings and challenging repair projects similar to the Crosby House. He has an excellent understanding of framing details and best practices and will be a good fit for making the required repairs to the pest damaged Crosby House and previous framed members that are not of a condition to adequately support the structure

### **Outline of Tasks, Products, and Project Schedule**

CONSTRUCT, Inc. has reviewed the Structural Observation Assessment prepared by Sargent Engineers, Inc. which was included in the RFP. We have also performed a thorough inspection of the building including the entire crawl space area to confirm deficiencies in the framing and foundations/structural systems. Based on what we observed in our survey as well as what is noted in the Sargent Engineers report, we believe it is in the best interest of the City of Tumwater to proceed with the following scope of work:

While the building has clearly sustained significant differential settlement over it's life, there are no visible cracks or differential settlement in the CMU block foundation that was installed in 2007, 17 years ago. While some residual settlement may continue, we believe the highest priority for repairs is to correct the previous framing work supporting the building, and mitigate and repair the effects of the substantial pest damage to the existing framing supports.

It is clear that numerous attempts at framing repairs have been made in the past over the life of the building and the vast majority are not properly installed, and are outright failing or contributing to the structural issues the building is experiencing. We propose re-framing the floor support system with new, properly sized and supported 6x8 carrying beams, 4x6 support posts, and 20"x20" concrete pier pads. The existing building would be temporarily shored, existing deficient framing beams and posts removed, and new framing system installed. The

existing split log support at the center line of the original home appears to be original. While that carrying beam is heavily pest damaged, we believe it is of historical value and should remain in place along with the existing floor joists, but not relied on to provide any structural support to the building. Existing pest damaged floor joists would have new joists sistered on to them. The original joists would all remain in place, even if pest damaged as the overlying subfloor and wood floors of the main structure are fastened to them and it is doubtful they could be removed without damage to the subfloor.

Many of the existing floor joists even where not insect damaged are crushing due to overloading. We would sister on a "squash block" of an equivalent 2x joist sized approx. 2' long and fastened to the existing joist, to increase the bearing area and prevent further crushing of the joist at the bearing points of the carrying beams. A rough floor plan showing joists, beams, support posts, and pad foundations is attached for reference.

We would also clear out the crawl space of any deleterious framing material, previous construction debris, abandoned ductwork, etc. At completion of the framing repairs, a new vapor barrier would be installed. Some re-grading and excavation will be required below the building to provide adequate access height, as well as ensuring there is necessary clearance below the new support beams to access the various portions of the building in the future.

We have included a voluntary alternate to provide pile supported underpinning of the existing perimeter foundation. However, we believe that this option would create a potential for some new issues in the future. It is not feasible cost wise to underpin the extent of the interior framing support members for the building. If the interior floor supports cannot be supported by piling, we believe it would create a new issue of the perimeter foundation being supported differently than the interior floor supports. Those portions of the building supported by piling would likely behave differently than the portions of the building supported at grade with spread footings. If the building perimeter is stabilized with a deep foundation, but the general ground continues to experience minor settlement, then the interior supports would settle while the perimeter foundation would not. This would create the potential for differential settlement over the next 10-15 years at the interior floor supports, but not at the foundation perimeter.

We believe the floor framing deficiencies and pest damage are resulting in the majority of the recent settlement and that those repairs should be made at this time. The building could be monitored over the next 5-10 years for any further settlement but we believe the settlement would be minor in nature and would be fairly uniform across the extent of the building footprint. This is because the building would all be supported similarly at grade with shallow traditional foundations uniformly.

Because there has not been any cracking or observable differential settlement over the past 17 years since the concrete block foundation was installed, the substantial differential settlement that exists is most likely from much earlier in the life of the building. We believe this course of action would best address the previous settlement issues and cause any future changes due to shrinking or expanding of subsurface soils to act on the building as whole rather than only a portion of it.

With an anticipated contract execution of early April, we anticipate a 3-week lead time for the engineering and permitting, and an overall project duration of 10-12 weeks total. Based on that, we would propose starting the work in late April, and we would expect completion by late July. We would plan to work a normal 7:00am -3:30pm shift M-F.

**Proposed Budget:**

With our background in public works contracting, we have approached the budget for this project as a fixed contract and are not intending to work on a Time and Materials Cost/Plus arrangement. We believe this provides us the best opportunity to be competitive and accurate with our pricing up front, and minimizes the recordkeeping and administration effort on tracking costs as the project progresses. This also protects the owner with a fixed price contract and mitigates the impacts from a budgetary projection that may be overly aggressive on the low end to maintain an appearance of competitiveness, but also protects against an overly conservative budget that may have an appearance of being too high.

The Schedule of Values for the proposed scope of work is as follows:

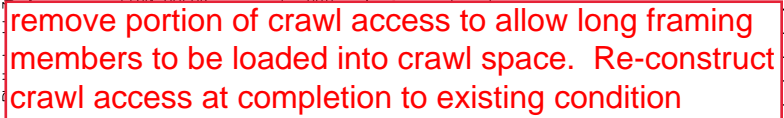
- |   |                         |
|---|-------------------------|
| • Cleanout of crawl space and removal of existing deficient support beams, posts, foundations, etc. Including temporary shoring of existing structure for framing repairs required:   | \$17,000                |
| • Excavation and Installation of new 20" isolated foundations throughout crawl space to support new framing system:   | \$14,000                |
| • Repairs to existing floor framing system, installation of new framing support beams, support posts, and connections to new isolated foundations. Also includes modifications of foundation access points as needed for moving material into and out of the crawl space. | \$59,000                |
| • Engineering, Permitting, General Overhead & Supervision Costs:  | \$13,500                |
| • New vapor barrier and final cleanout of crawl space upon completion:  | \$3,000                 |
| • Total Base Bid:   | \$106,000 TOTAL         |
| • Optional Alternate to add helical and concentric Pile Foundation Support of Perimeter foundation:   | \$60,000 Add for Piling |

We appreciate this opportunity to provide a proposal for this work and look forward to a successful project for all. If you have any questions or concerns about this proposal please don't hesitate to contact me. Feel free to call me on my cell at (360) 480-5187.

Respectfully,



Andrew Christensen  
President  
CONSTRUCT, Inc.



## Journey Level Prevailing Wage Rates for the Effective Date: 4/29/24

## APPENDIX A

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Thurston	Asbestos Abatement Workers	Journey Level	\$59.07	5D	1H	
Thurston	Boilermakers	Journey Level	\$74.29	5N	1C	
Thurston	Brick Mason	Journey Level	\$69.07	7E	1N	
Thurston	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	7E	1N	
Thurston	Building Service Employees	Janitor	\$16.28		1	
Thurston	Building Service Employees	Shampooer	\$16.28		1	
Thurston	Building Service Employees	Waxer	\$16.28		1	
Thurston	Building Service Employees	Window Cleaner	\$16.28		1	
Thurston	Cabinet Makers (In Shop)	Journey Level	\$16.28		1	
Thurston	Carpenters	Acoustical Worker	\$74.96	15J	4C	
Thurston	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	15J	4C	
Thurston	Carpenters	Floor Layer & Floor	\$74.96	15J	4C	
Thurston	Carpenters	Journey Level	\$74.96	15J	4C	
Thurston	Carpenters	Scaffold Erector	\$74.96	15J	4C	
Thurston	Cement Masons	Application of all Composition Mastic	\$72.87	15J	4U	
Thurston	Cement Masons	Application of all Epoxy Material	\$72.37	15J	4U	
Thurston	Cement Masons	Application of all Plastic Material	\$72.87	15J	4U	
Thurston	Cement Masons	Application of Sealing Compound	\$72.37	15J	4U	
Thurston	Cement Masons	Application of	\$72.87	15J	4U	
Thurston	Cement Masons	Building General	\$72.37	15J	4U	
Thurston	Cement Masons	Composition or Kalman	\$72.87	15J	4U	
Thurston	Cement Masons	Concrete Paving	\$72.37	15J	4U	
Thurston	Cement Masons	Curb & Gutter Machine	\$72.87	15J	4U	
Thurston	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	15J	4U	
Thurston	Cement Masons	Curing Concrete	\$72.37	15J	4U	
Thurston	Cement Masons	Finish Colored Concrete	\$72.87	15J	4U	
Thurston	Cement Masons	Floor Grinding	\$72.87	15J	4U	
Thurston	Cement Masons	Floor Grinding/Polisher	\$72.37	15J	4U	
Thurston	Cement Masons	Green Concrete Saw, self-powered	\$72.87	15J	4U	
Thurston	Cement Masons	Grouting of all Plates	\$72.37	15J	4U	
Thurston	Cement Masons	Grouting of all Tilt-up	\$72.37	15J	4U	
Thurston	Cement Masons	Guniting Nozzleman	\$72.87	15J	4U	
Thurston	Cement Masons	Hand Powered Grinder	\$72.87	15J	4U	
Thurston	Cement Masons	Journey Level	\$72.37	15J	4U	
Thurston	Cement Masons	Patching Concrete	\$72.37	15J	4U	
Thurston	Cement Masons	Pneumatic Power Tools	\$72.87	15J	4U	



Thurston	Cement Masons	Power Chipping &	\$72.87	15J	4U	
Thurston	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U	
Thurston	Cement Masons	Screed & Rodding	\$72.87	15J	4U	
Thurston	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U	
Thurston	Cement Masons	Troweling Machine	\$72.87	15J	4U	
Thurston	Cement Masons	Troweling Machine Operator on Colored	\$72.87	15J	4U	
Thurston	Cement Masons	Tunnel Workers	\$72.87	15J	4U	
Thurston	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	15J	4C	
Thurston	Divers & Tenders	Dive Supervisor/Master	\$93.94	15J	4C	
Thurston	Divers & Tenders	Diver	\$129.71	15J	4C	8V
Thurston	Divers & Tenders	Diver On Standby	\$88.94	15J	4C	
Thurston	Divers & Tenders	Diver Tender	\$80.82	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$93.26	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	15J	4C	
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C	

Thurston	Divers & Tenders	Manifold Operator	\$80.82	15J	4C	
Thurston	Divers & Tenders	Manifold Operator Mixed	\$85.82	15J	4C	
Thurston	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C	
Thurston	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C	
Thurston	Dredge Workers	Assistant Engineer	\$79.62	5D	3F	
Thurston	Dredge Workers	Assistant Mate	\$79.01	5D	3F	
Thurston	Dredge Workers	Boatmen	\$79.62	5D	3F	
Thurston	Dredge Workers	Engineer Welder	\$81.15	5D	3F	
Thurston	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F	
Thurston	Dredge Workers	Mates	\$79.62	5D	3F	
Thurston	Dredge Workers	Oiler	\$79.01	5D	3F	
Thurston	Drywall Applicator	Journey Level	\$75.73	15O	11S	
Thurston	Drywall Tapers	Journey Level	\$75.73	15O	11S	
Thurston	Electrical Fixture Maintenance Workers	Journey Level	\$29.54			1
Thurston	Electricians - Inside	Cable Splicer	\$90.59	5C	1G	
Thurston	Electricians - Inside	Journey Level	\$84.57	5C	1G	
Thurston	Electricians - Inside	Lead Covered Cable	\$96.63	5C	1G	
Thurston	Electricians - Inside	Welder	\$90.59	5C	1G	
Thurston	Electricians - Motor Shop	Craftsman	\$16.28			1
Thurston	Electricians - Motor Shop	Journey Level	\$16.28			1
Thurston	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D	
Thurston	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D	
Thurston	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D	
Thurston	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D	
Thurston	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D	
Thurston	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D	
Thurston	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W
Thurston	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D	
Thurston	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D	
Thurston	Electronic Technicians	Journey Level	\$53.46	6Z	1B	
Thurston	Elevator Constructors	Mechanic	\$111.26	7D	4A	
Thurston	Elevator Constructors	Mechanic In Charge	\$120.27	7D	4A	

Thurston	Fabricated Precast Concrete Products	Journey Level	\$16.28		1	
Thurston	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.28		1	
Thurston	Fence Erectors	Fence Erector	\$50.07	15J	11P	8Y
Thurston	Fence Erectors	Fence Laborer	\$50.07	15J	11P	8Y
Thurston	Flaggers	Journey Level	\$50.07	15J	11P	8Y
Thurston	Glaziers	Journey Level	\$79.16	7L	1Y	
Thurston	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	15H	11C	
Thurston	Heating Equipment	Journey Level	\$96.42	7F	1E	
Thurston	Hod Carriers & Mason Tenders	Journey Level	\$62.49	15J	11P	8Y
Thurston	Industrial Power Vacuum	Journey Level	\$16.28		1	
Thurston	Inland Boatmen	Boat Operator	\$61.41	5B	1K	
Thurston	Inland Boatmen	Cook	\$56.48	5B	1K	
Thurston	Inland Boatmen	Deckhand	\$57.48	5B	1K	
Thurston	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K	
Thurston	Inland Boatmen	Launch Operator	\$58.89	5B	1K	
Thurston	Inland Boatmen	Mate	\$57.31	5B	1K	
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$16.28		1	
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$16.28		1	
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$16.28		1	
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$25.00		1	
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$16.28		1	
Thurston	Insulation Applicators	Journey Level	\$74.96	15J	4C	
Thurston	Ironworkers	Journeyman	\$87.80	15K	11N	
Thurston	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	11P	8Y
Thurston	Laborers	Airtrac Drill Operator	\$60.90	15J	11P	8Y
Thurston	Laborers	Ballast Regular Machine	\$59.07	15J	11P	8Y
Thurston	Laborers	Batch Weighman	\$50.07	15J	11P	8Y
Thurston	Laborers	Brick Pavers	\$59.07	15J	11P	8Y
Thurston	Laborers	Brush Cutter	\$59.07	15J	11P	8Y
Thurston	Laborers	Brush Hog Feeder	\$59.07	15J	11P	8Y

Thurston	Laborers	Burner	\$59.07	15J	11P	8Y
Thurston	Laborers	Caisson Worker	\$60.90	15J	11P	8Y
Thurston	Laborers	Carpenter Tender	\$59.07	15J	11P	8Y
Thurston	Laborers	Cement Dumper-paving	\$60.15	15J	11P	8Y
Thurston	Laborers	Cement Finisher Tender	\$59.07	15J	11P	8Y
Thurston	Laborers	Change House Or Dry	\$59.07	15J	11P	8Y
Thurston	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P	8Y
Thurston	Laborers	Chipping Gun (Under 30	\$59.07	15J	11P	8Y
Thurston	Laborers	Choker Setter	\$59.07	15J	11P	8Y
Thurston	Laborers	Chuck Tender	\$59.07	15J	11P	8Y
Thurston	Laborers	Clary Power Spreader	\$60.15	15J	11P	8Y
Thurston	Laborers	Clean-up Laborer	\$59.07	15J	11P	8Y
Thurston	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P	8Y
Thurston	Laborers	Concrete Form Stripper	\$59.07	15J	11P	8Y
Thurston	Laborers	Concrete Placement	\$60.15	15J	11P	8Y
Thurston	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P	8Y
Thurston	Laborers	Crusher Feeder	\$50.07	15J	11P	8Y
Thurston	Laborers	Curing Laborer	\$59.07	15J	11P	8Y
Thurston	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P	8Y
Thurston	Laborers	Ditch Digger	\$59.07	15J	11P	8Y
Thurston	Laborers	Diver	\$60.90	15J	11P	8Y
Thurston	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P	8Y
Thurston	Laborers	Dry Stack Walls	\$59.07	15J	11P	8Y
Thurston	Laborers	Dump Person	\$59.07	15J	11P	8Y
Thurston	Laborers	Epoxy Technician	\$59.07	15J	11P	8Y
Thurston	Laborers	Erosion Control Worker	\$59.07	15J	11P	8Y
Thurston	Laborers	Faller & Bucker Chain	\$60.15	15J	11P	8Y
Thurston	Laborers	Fine Graders	\$59.07	15J	11P	8Y
Thurston	Laborers	Firewatch	\$50.07	15J	11P	8Y
Thurston	Laborers	Form Setter	\$60.15	15J	11P	8Y
Thurston	Laborers	Gabian Basket Builders	\$59.07	15J	11P	8Y
Thurston	Laborers	General Laborer	\$59.07	15J	11P	8Y
Thurston	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P	8Y
Thurston	Laborers	Grinders	\$59.07	15J	11P	8Y
Thurston	Laborers	Grout Machine Tender	\$59.07	15J	11P	8Y
Thurston	Laborers	Groutmen (Pressure) Including Post Tension	\$60.15	15J	11P	8Y

Thurston	Laborers	Guardrail Erector	\$59.07	15J	11P	8Y
Thurston	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P	8Y
Thurston	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P	8Y
Thurston	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P	8Y
Thurston	Laborers	High Scaler	\$60.90	15J	11P	8Y
Thurston	Laborers	Jackhammer	\$60.15	15J	11P	8Y
Thurston	Laborers	Laserbeam Operator	\$60.15	15J	11P	8Y
Thurston	Laborers	Maintenance Person	\$59.07	15J	11P	8Y
Thurston	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P	8Y
Thurston	Laborers	Material Yard Person	\$59.07	15J	11P	8Y
Thurston	Laborers	Mold Abatement Worker	\$59.07	15J	11P	8Y
Thurston	Laborers	Motorman-Dinky	\$62.59	15J	11P	8Y
Thurston	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster,	\$62.49	15J	11P	8Y
Thurston	Laborers	Pavement Breaker	\$60.15	15J	11P	8Y
Thurston	Laborers	Pilot Car	\$50.07	15J	11P	8Y
Thurston	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P	8Y
Thurston	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P	8Y
Thurston	Laborers	Pipe Pot Tender	\$60.15	15J	11P	8Y
Thurston	Laborers	Pipe Reliner	\$60.15	15J	11P	8Y
Thurston	Laborers	Pipe Wrapper	\$60.15	15J	11P	8Y
Thurston	Laborers	Pot Tender	\$59.07	15J	11P	8Y
Thurston	Laborers	Powderman	\$60.90	15J	11P	8Y
Thurston	Laborers	Powderman's Helper	\$59.07	15J	11P	8Y
Thurston	Laborers	Power Jacks	\$60.15	15J	11P	8Y
Thurston	Laborers	Railroad Spike Puller -	\$60.15	15J	11P	8Y
Thurston	Laborers	Raker - Asphalt	\$62.49	15J	11P	8Y
Thurston	Laborers	Re-timberman	\$60.90	15J	11P	8Y
Thurston	Laborers	Remote Equipment	\$60.15	15J	11P	8Y
Thurston	Laborers	Rigger/Signal Person	\$60.15	15J	11P	8Y
Thurston	Laborers	Rip Rap Person	\$59.07	15J	11P	8Y
Thurston	Laborers	Rivet Buster	\$60.15	15J	11P	8Y
Thurston	Laborers	Rodder	\$60.15	15J	11P	8Y
Thurston	Laborers	Scaffold Erector	\$59.07	15J	11P	8Y
Thurston	Laborers	Scale Person	\$59.07	15J	11P	8Y
Thurston	Laborers	Sloper (Over 20)"	\$60.15	15J	11P	8Y

Thurston	Laborers	Sloper Sprayer	\$59.07	15J	11P	8Y
Thurston	Laborers	Spreader (Concrete)	\$60.15	15J	11P	8Y
Thurston	Laborers	Stake Hopper	\$59.07	15J	11P	8Y
Thurston	Laborers	Stock Piler	\$59.07	15J	11P	8Y
Thurston	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P	8Y
Thurston	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P	8Y
Thurston	Laborers	Tamper (Multiple & Self- propelled)	\$60.15	15J	11P	8Y
Thurston	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	11P	8Y
Thurston	Laborers	Toolroom Person (at	\$59.07	15J	11P	8Y
Thurston	Laborers	Topper	\$59.07	15J	11P	8Y
Thurston	Laborers	Track Laborer	\$59.07	15J	11P	8Y
Thurston	Laborers	Track Liner (Power)	\$60.15	15J	11P	8Y
Thurston	Laborers	Traffic Control Laborer	\$53.54	15J	11P	9C
Thurston	Laborers	Traffic Control Supervisor	\$56.73	15J	11P	9C
Thurston	Laborers	Truck Spotter	\$59.07	15J	11P	8Y
Thurston	Laborers	Tugger Operator	\$60.15	15J	11P	8Y
Thurston	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00	\$180.82	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00	\$184.50	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00	\$190.20	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00	\$192.32	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00	\$197.42	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00	\$199.32	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00	\$201.32	15J	11P	9B
Thurston	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00	\$203.32	15J	11P	9B
Thurston	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	11P	8Y
Thurston	Laborers	Tunnel Work-Miner	\$62.59	15J	11P	8Y
Thurston	Laborers	Vibrator	\$60.15	15J	11P	8Y
Thurston	Laborers	Vinyl Seamer	\$59.07	15J	11P	8Y
Thurston	Laborers	Watchman	\$45.51	15J	11P	8Y

Thurston	Laborers	Welder	\$60.15	15J	11P	8Y
Thurston	Laborers	Well Point Laborer	\$60.15	15J	11P	8Y
Thurston	Laborers	Window Washer/Cleaner	\$45.51	15J	11P	8Y
Thurston	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	11P	8Y
Thurston	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	11P	8Y
Thurston	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	11P	8Y
Thurston	Landscape Construction	Landscape Operator	\$77.82	15J	3K	8X
Thurston	Landscape Maintenance	Groundskeeper	\$16.28			1
Thurston	Lathers	Journey Level	\$75.73	15O	11S	
Thurston	Marble Setters	Journey Level	\$69.07	7E	1N	
Thurston	Metal Fabrication (In Shop)	Fitter	\$27.10	6T	2U	
Thurston	Metal Fabrication (In Shop)	Laborer	\$16.91	6T	2U	
Thurston	Metal Fabrication (In Shop)	Layerout	\$30.63	6T	2U	
Thurston	Metal Fabrication (In Shop)	Machine Operator	\$20.86	6T	2U	
Thurston	Metal Fabrication (In Shop)	Welder	\$24.74	6T	2U	
Thurston	Millwright	Journey Level	\$76.51	15J	4C	
Thurston	Modular Buildings	Cabinet Assembly	\$16.28			1
Thurston	Modular Buildings	Electrician	\$16.28			1
Thurston	Modular Buildings	Equipment Maintenance	\$16.28			1
Thurston	Modular Buildings	Plumber	\$16.28			1
Thurston	Modular Buildings	Production Worker	\$16.28			1
Thurston	Modular Buildings	Tool Maintenance	\$16.28			1
Thurston	Modular Buildings	Utility Person	\$16.28			1
Thurston	Modular Buildings	Welder	\$16.28			1
Thurston	Painters	Journey Level	\$51.71	6Z	11J	
Thurston	Pile Driver	Crew Tender	\$80.82	15J	4C	
Thurston	Pile Driver	Journey Level	\$75.41	15J	4C	
Thurston	Plasterers	Journey Level	\$70.91	7Q	1R	
Thurston	Plasterers	Nozzleman	\$74.91	7Q	1R	
Thurston	Playground & Park Equipment Installers	Journey Level	\$16.28			1
Thurston	Plumbers & Pipefitters	Journey Level	\$86.72	5A	1G	
Thurston	Power Equipment Operators	Asphalt Plant Operator	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Assistant Engineer	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Barrier Machine (zipper)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Batch Plant Operator: Concrete	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Bobcat	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$74.43	15J	3K	8X

Thurston	Power Equipment Operators	Brooms	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Bump Cutter	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Cableways	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Chipper	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Compressor	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump,	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Conveyors	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.49	7A	11H	8X
Thurston	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.35	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with	\$81.69	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with	\$82.49	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.69	7A	11H	8X
Thurston	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Crusher	\$78.43	15J	3K	8X



Thurston	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Derricks: on building work	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators	Dozers D-9 & Under	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Drilling Machine	\$79.92	15J	3K	8X
Thurston	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Gradechecker/stakeman	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Guardrail punch/Auger	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Horizontal/directional Drill Locator	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Horizontal/directional Drill Operator	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$79.92	15J	3K	8X
Thurston	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Loaders, Plant Feed	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Loaders: Elevating Type	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Locomotives, All	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Material Transfer Device	\$78.43	15J	3K	8X

Thurston	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators	Motor patrol graders	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers,	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44	\$79.35	7A	11H	8X
Thurston	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators	Pavement Breaker	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Plant Oiler - Asphalt,	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Posthole Digger,	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Power Plant	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Pumps - Water	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Quad 9, HD 41, D10 And	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Rigger and Bellman	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Rollagon	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Roller, Other Than Plant	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Roto-mill, Roto-grinder	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Saws - Concrete	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$78.43	15J	3K	8X

Thurston	Power Equipment Operators	Scrapers - Concrete & Carry All	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Service Engineers:	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Shotcrete/gunite	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$79.92	15J	3K	8X
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric	\$80.74	15J	3K	8X
Thurston	Power Equipment Operators	Slipform Pavers	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Spreader, Topsider & Screedman	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Subgrader Trimmer	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Tower Bucket Elevators	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	7A	11H	8X
Thurston	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators	Tower Cranes: over 250' in height from base to	\$82.49	7A	11H	8X
Thurston	Power Equipment Operators	Transporters, All Track Or Truck Type	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators	Trenching Machines	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	7A	11H	8X
Thurston	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators	Truck Mount Portable Conveyor	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators	Welder	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators	Wheel Tractors, Farmall	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators	Yo Yo Pay Dozer	\$78.43	15J	3K	8X

Thurston	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Brooms	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cableways	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Chipper	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Compressor	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump,	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.49	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	7A	11H	8X

Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.35	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with	\$81.69	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with	\$82.49	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.69	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A- frame over 10 tons	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Crusher	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$79.92	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$78.43	15J	3K	8X

Thurston	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$79.92	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers,	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44	\$79.35	7A	11H	8X

Thurston	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.05	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$75.29	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi- lift Materials	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$79.12	15J	3K	8X

Thurston	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$79.92	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$80.86	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to	\$82.49	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$79.12	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$77.82	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$78.74	7A	11H	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$78.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Welder	\$80.05	7A	11H	8X



Thurston	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$74.43	15J	3K	8X
Thurston	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$78.43	15J	3K	8X
Thurston	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A	
Thurston	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A	
Thurston	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A	
Thurston	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A	
Thurston	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A	
Thurston	Refrigeration & Air Conditioning Mechanics	Journey Level	\$89.21	5A	1G	
Thurston	Residential Brick Mason	Journey Level	\$35.53			1
Thurston	Residential Carpenters	Journey Level	\$49.93	15J	4C	
Thurston	Residential Cement Masons	Journey Level	\$18.09			1
Thurston	Residential Drywall	Journey Level	\$49.92	15J	4C	
Thurston	Residential Drywall Tapers	Journey Level	\$23.25			1
Thurston	Residential Electricians	Journey Level	\$46.43	6Z	1B	
Thurston	Residential Glaziers	Journey Level	\$54.00	7L	1H	
Thurston	Residential Insulation	Journey Level	\$24.16			1
Thurston	Residential Laborers	Journey Level	\$22.90			1
Thurston	Residential Marble Setters	Journey Level	\$35.53			1
Thurston	Residential Painters	Journey Level	\$20.77			1
Thurston	Residential Plumbers & Pipefitters	Journey Level	\$43.61			1
Thurston	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$88.56			1
Thurston	Residential Sheet Metal	Journey Level (Field or	\$57.31	7F	1R	
Thurston	Residential Soft Floor Layers	Journey Level	\$20.67			1
Thurston	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$52.72			1
Thurston	Residential Stone Masons	Journey Level	\$35.53			1
Thurston	Residential Terrazzo Workers	Journey Level	\$16.28			1
Thurston	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96			1
Thurston	Residential Tile Setters	Journey Level	\$16.28			1
Thurston	Roofers	Journey Level	\$62.70	5A	3H	
Thurston	Roofers	Using Irritable Bituminous Materials	\$65.70	5A	3H	
Thurston	Sheet Metal Workers	Journey Level (Field or	\$96.42	7F	1E	

Thurston	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.16	7V	1	
Thurston	Shipbuilding & Ship Repair	New Construction	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	15H	11C	
Thurston	Shipbuilding & Ship Repair	New Construction	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.16	7V	1	
Thurston	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction Sheet	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.16	7V	1	
Thurston	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Crane	\$45.06	7Y	4K	
Thurston	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	15H	11C	
Thurston	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K	
Thurston	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J	
Thurston	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K	
Thurston	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1	
Thurston	Sign Makers & Installers (Non-Electrical)	Journey Level	\$16.28		1	
Thurston	Soft Floor Layers	Journey Level	\$66.32	15J	4C	
Thurston	Solar Controls For Windows	Journey Level	\$16.28		1	

Thurston	Sprinkler Fitters (Fire	Journey Level	\$95.49	5C	1X	
Thurston	Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.28		1	
Thurston	Stone Masons	Journey Level	\$69.07	7E	1N	
Thurston	Street And Parking Lot Sweeper Workers	Journey Level	\$16.28		1	
Thurston	Surveyors	Assistant Construction Site Surveyor	\$78.74	7A	11H	8X
Thurston	Surveyors	Chainman	\$75.29	7A	11H	8X
Thurston	Surveyors	Construction Site	\$80.05	7A	11H	8X
Thurston	Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$75.29	7A	11H	8X
Thurston	Surveyors	Ground Penetrating Radar	\$75.29	7A	11H	8X
Thurston	Telecommunication	Journey Level	\$53.46	6Z	1B	
Thurston	Telephone Line Construction - Outside	Cable Splicer	\$40.36	5A	2B	
Thurston	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.92	5A	2B	
Thurston	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.74	5A	2B	
Thurston	Telephone Line Construction - Outside	Telephone Lineperson	\$38.15	5A	2B	
Thurston	Terrazzo Workers	Journey Level	\$62.36	7E	1N	
Thurston	Tile Setters	Journey Level	\$62.36	7E	1N	
Thurston	Tile, Marble & Terrazzo	Finisher	\$53.19	7E	1N	
Thurston	Traffic Control Stripers	Journey Level	\$89.54	15L	1K	
Thurston	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.20	15J	11M	8L
Thurston	Truck Drivers	Asphalt Mix To 16 Yards	\$73.36	15J	11M	8L
Thurston	Truck Drivers	Dump Truck	\$73.36	15J	11M	8L
Thurston	Truck Drivers	Dump Truck & Trailer	\$74.20	15J	11M	8L
Thurston	Truck Drivers	Other Trucks	\$74.20	15J	11M	8L
Thurston	Truck Drivers - Ready Mix	Transit Mix	\$74.20	15J	11M	8L
Thurston	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.53		1	
Thurston	Well Drillers & Irrigation Pump Installers	Oiler	\$16.28		1	
Thurston	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1	