



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, August 20, 2024
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: Overdose Awareness Day, August 31, 2024
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: Joint City Council and Planning Commission Work Session & Council Work session, July 9, 2024
 - [b.](#) Approval of Minutes: City Council, July 16, 2024
 - [c.](#) Payment of Vouchers (Finance Department)
 - [d.](#) Resolution No. R2024-012 Percival Creek Fish Passage Barrier Removal #22-1161 (Water Resources & Sustainability Department)
 - [e.](#) Resolution No. R2024-013, Surplus Property (Finance Department)
 - [f.](#) Small Works Contract with West Coast Fence Pros, LLC for the Palermo Security Fence Replacement Project (Public Works Committee)
 - [g.](#) Small Works Contract with CONSTRUCT, Inc. for Crosby House Foundation Repair (Public Works Committee)
 - [h.](#) Three Lakes Crossing Oversizing Agreement with Copper Ridge, LLC (Public Works Committee)
 - [i.](#) Advisory Board Appointments of Charlie Schneider to the Board of Parks and Recreation, Rob Paylor to the Historic Preservation Commission, and Gina Kotek, Malissa Paulsen and Cody Perez to the Planning Commission (Executive Department)
- 7. Council Considerations:**
 - [a.](#) Urban & Community Forest Grant Acceptance Agreement with River Network (Public Works Committee)
- 8. Committee Reports**

- a. Public Health and Safety Committee (Peter Agabi)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 834 7713 4906 and Passcode 210257.

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Call (253) 215-8782, listen for the prompts and enter the Webinar ID 834 7713 4906 and Passcode 210257.

Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_bekEmPdITZ-UUdArOT2Gqw

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

Video recording of this meeting will be available within 24 hours of the meeting.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

- WHEREAS*, observed on August 31st every year, International Overdose Awareness Day seeks to create a better understanding of overdose, reduce the stigma of drug-related deaths, and create change that reduces the harms associated with drug use; and
- WHEREAS*, overdose deaths occur in all communities among people from every walk of life; and
- WHEREAS*, overdose deaths are preventable and can be caused by alcohol, over-the-counter medicine, stimulants, opioids, and other substances; and
- WHEREAS*, like many places across Washington State, we need to continue to treat drug-related harm as a public health issue and invest in best practices that save lives and build communities; and
- WHEREAS*, anyone can visit the statewide resource www.stopoverdose.org to obtain naloxone, an opioid overdose reversal medication, and Recovery Help Line at 1-866-789-1511 for 24-hour information and help; and
- WHEREAS*, Tumwater stands beside those who have lost loved ones to an overdose and who have a substance use disorder and are diligently working toward recovery; and

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

August 31, 2024

International Overdose Awareness Day

and I call upon the people of the City of Tumwater to join with me in raising awareness around drug overdose by reducing stigma through initiatives related to education, prevention, treatment and recovery support for substance use disorder.

Signed in the City of Tumwater, Washington, and recognized on this 20th day of August in the year, two thousand twenty-four.



Debbie Sullivan

Debbie Sullivan

Mayor

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION &
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CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Planning Commission: Chair Elizabeth Robbins and Commissioners Grace Edwards, Terry Kirkpatrick, Brandon Staff, and Michael Tobias.

Excused: Councilmember Leatta Dahlhoff and Commissioner Anthony Varela.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer Fire Chief Brian Hurley, Water Resources and Sustainability Director Dan Smith, Sustainability Coordinator Alyssa Jones Wood, Planning Manager Brad Medrud, and Housing and Land Use Planner Erika Smith-Erickson.

**2025 COMPREHENSIVE
PLAN PERIODIC UPDATE
– CLIMATE ELEMENT:**

Coordinator Jones Wood briefed the Council on the City's proposed approach to address recent state requirements to add a Climate Element to the Comprehensive Plan as part of the periodic update.

New requirements for the Climate Element include two subcomponents: a Climate Mitigation Sub-Element to address actions to reduce overall greenhouse gas emissions (GHG) and vehicle miles traveled and a Climate Resilience Sub-Element to address climate adaptation. Additionally, jurisdictions are required to consider environmental justice to avoid worsening environmental health disparities.

The Climate Mitigation Sub-Element addresses GHG through actions to eliminate the emission of GHG to reduce the rate and extent of climate change damage. Greenhouse gas emissions include carbon dioxide, methane, nitrous oxide, HFCs, and any other gas or gasses designated by Washington State.

New requirements for the sub-element include adding goals and strategies for achieving net-zero emissions by 2050 consistent with Washington's statewide target. The requirements are above the current GHG reduction goals included in the Thurston Climate Mitigation Plan (TCMP) accepted by the City Council in 2021. The TCMP will be incorporated within the Climate Mitigation Sub-Element. Additional goals and strategies will be added to bridge the gap between TCMP goals and the state's net-zero 2050 goal.

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The Department of Commerce developed guidance for development of the Climate Change Element. The guidance document outlines pathways of the requirements and options for jurisdictions. The City plans to pursue a mix of Pathway 1 and Pathway 3. The Thurston Climate Mitigation Collaborative (TCMC) completed a 2022 GHG inventory. The Department of Commerce is also in the process of producing GHG inventories for 2022 for 11 of the most populated counties in the state, including Thurston County. The City will use the Department of Commerce Greenhouse Gas Inventory in addition to staff creating a GHG inventory estimate for the City of Tumwater.

According to the TCMC GHG inventory, the 2022 Thurston County GHG inventory reflects an increase of 6.2% over the 2015 baseline. Most emissions are from the building and energy sectors (residential, commercial, and industrial buildings). The second largest emission of GHG is from the transportation sector. Other contributors include agriculture and solid waste and wastewater.

Similar to the Climate Mitigation Sub-Element, the Climate Resilience Sub-Element includes steps and pathways prescribed by the Department of Commerce. The first step is exploring climate impacts utilizing a University of Washington climate impact tool to assess different climate hazards countywide. The second step is an audit of the plan and policies. Step three assesses vulnerability with step four pursuing the three pathways.

The Thurston Hazards Mitigation Plan, adopted by the City Council in 2024, is in substantial conformance with state guidance. Additionally, the Thurston Climate Adaption Plan will be updated and incorporated in the sub-element. Using the Department of Commerce Climate Element Workbook, staff and the consultants will investigate and address any gaps between state requirements and content from the Thurston Hazards Mitigation Plan. Additionally, it will be important that all information in the sub-element is consistent throughout the entire Comprehensive Plan.

Within the sub-element all 11 sectors must have one goal. The 11 sectors include agriculture & food systems, building & energy, cultural resources, economic development, emergency management, health & well-being, ecosystems, transportation, waste management, water resources, and zoning and development.

The third component within the Climate Element is environmental justice, which will include prioritizing greenhouse gas emission

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reductions in overburdened communities and prioritizing climate resilience in communities that will disproportionately suffer from compounding environmental impacts. A series of different maps will be used to identify overburdened areas.

Progress to date includes contracting with EXP as the consultant, completing a Thurston Climate Mitigation Collaborative Community Advisory Workgroup Visioning and Values exercise, drafting a Community Engagement Strategy, establishment of a Policy Advisory Team, and scheduling of an open house.

EXP is a multidisciplinary planning, design, and engineering firm. Keren Bolter, PhD, is the Project Manager, and Louis Spanias serves as the Sustainability Lead.

The Thurston Climate Mitigation Collaborative (TCMC) is responsible for implementation of the TCMP and oversees the jurisdictions, Executive Committee, Community Advisory Workgroup (community members), and the staff team (Thurston County, Lacey, Olympia, and Tumwater). Each body has different roles and responsibilities. An interlocal agreement and a guidance document established the structure.

During a meeting of the TCMC Community Advisory Workgroup, members participated in a visioning exercise for the entire region offering input on the following:

- Their values
- Their wants
- What should be preserved
- Hopes on what the Thurston region will be in the future
- What should be improved, enhanced, or created that does not currently exist today

Coordinator Jones Wood summarized responses from the participants.

The Community Engagement Strategy includes 10 goals:

1. Understand why and how residents think services and processes need to change and develop to increase GHG reduction and climate resilience
2. Engage the broader community, ensuring sufficient representation from diverse groups through in-person, virtual, or hybrid outreach and both digital and printed resources
3. Meet people where they are and ensure all engagement efforts are accessible and equitable – This means not

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excluding anyone with certain health, physical, or working conditions, and it requires that needs around language, mobility, or family care are thoughtfully addressed

4. Keep the energy positive and focus on success stories, while also stressing the need for action and potential risks
5. Support clear and consistent messaging to current and potential stakeholders communicating the importance of the Climate Element
6. Be responsive to community insights and allow for shared influence between communities and the organizations that serve them
7. Focus on reducing inequalities and fostering greater community ownership of the Climate Element which will lead to equitable outcomes to benefit frontline communities
8. Seek how best to intentionally allocate resources to overcome the cumulative impacts of institutional racism on historically underserved and under-represented people
9. Articulate Tumwater's role as a climate leader, aligning with county and state priorities and harnessing local experience and expertise
10. Position Tumwater City staff and residents to make better-informed decisions, driving smarter investments so the City develops safely in a healthier environment, even with growing climate impacts

A number of different strategies to be employed include:

- Community-wide surveys
- Open houses and public workshops
- Small-group workshops or community dialogues
- Pop-up events and door-knocking
- Passive engagement

The intent of the different strategies is to achieve accessibility and inclusion, engage in relationship building, ensure alignment with stakeholders and policy, achieve representation and equity, and ensure robustness and wholeness of the community engagement process.

Engagement themes and topics include:

- Characterization/Background: Every fraction of a degree of warming matters; net-zero by 2050, and regulatory drivers
- Planning Process: Internal group activities and priorities (City departments, elected officials, staff, etc.); community-wide activities, priorities, and advisory (Climate Policy Advisory Team, open houses, etc.)
- Fact Base/Analysis: Climate change (e.g. human activities,

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- local and global impacts); GHG; climate vulnerability, risk, adaptation, and resilience
- Equity: Identifying, understanding, and addressing existing disparities and gaps across demographics, socioeconomic status, race, ethnic, and gender identity, and ability, etc.
 - Goals: Short – and Long-term goals; and climate resilience and adaptation
 - Policies: Governance and leadership; communication, education, and outreach; land use, zoning, development, food and agriculture systems; urban forests, watersheds, ecosystems, transportation and mobility; buildings and energy; consumption and solid waste, water supply, wastewater, and stormwater; health, hazard mitigation, and emergency management with focus on wildfire, extreme heat, and flooding, etc.
 - Implementation: Roles and responsibilities; interorganizational coordination; prioritization (criteria); feasibility; and monitoring and evaluation

Coordinator Jones Wood reviewed engagement phases and the schedule.

Based on guidance by the Department of Commerce, the City established a Climate Policy Advisory Team (CPAT) comprised of members from government, affected populations, community members, and areas of expertise. Coordinator Jones Wood identified the members of the CPAT.

Initial feedback from the CPAT at its first meeting included:

- The open house needs to feel welcoming - advertise that food will be provided for attendees and hold the open house at a location other than an official City building.
- Engagement needs to be more than one open house – Examples: table at parks, table at the Department of Social and Health Services, and/or door-knock in neighborhoods that are more disadvantaged and/or overburdened.
- Focus more on the urban forests of Tumwater as part of both mitigation and adaptation to climate change and include youth
- Distribute a save the date flyer that clearly communicates how people will be expected to participate and how the City will be accountable to what they hear.
- Provide space for both table activities and a large group listening session – Provide options for people to engage who

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may be less likely to speak.

A Climate Element Open House is scheduled on August 14, 2024 from 7 p.m. to 9 p.m. at ASHHO Cultural Community Center. The event requires online registration for food preparation. A virtual/online open house is scheduled August 15 through September 30, 2024 24 hours a day with translation through Google translate in an online story map format.

Coordinator Jones Wood reviewed the schedule for completion of the Climate Element:

- Project Kickoff: Refine Workplan, Define Vision
- Public Engagement Strategy Addendum and Targeted Outreach Plan (May 2024)
- Implement the Equity-driven Addendum, Engagement Results (Summer 2024)
- Refine Drafts, Update with Feedback, Support Transmittal (September – November 2024)
- Consistency and Integration Memorandum (September 2024)
- Document Review, Gap Analysis, Draft Sub-Elements (September 2024)
- Finalization and Formal Approval Process (2025)

All documents related to the periodic update are on the City's periodic update webpage. Written comments or questions are welcome during the periodic update process and can be submitted by email at compplan@ci.tumwater.wa.us.

Coordinator Jones Wood invited discussion and questions on the Council's values and visions for the Climate Element and any missing elements from the engagement strategy that should be addressed.

Commissioner Tobias inquired about the status of carbon capture technology. Coordinator Jones Wood responded that carbon capture through nature has been an effective tool for millinea. However, other forms of carbon capture, mostly technological, are now available but most shares of this technology have already been claimed. Coordinator Jones Wood shared that a tool created by MIT, Climate EN-ROADS, is a simulator that focuses on how changes in global GDP, energy efficiency, technological innovation, and carbon price influence carbon emissions, global temperature, and other factors. The tool is designed to provide a synthesis of the best available science on climate solutions, and shows that carbon capture does very little to reduce emissions globally

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Councilmember Swarthout asked whether carbon capture would be part of the work in terms of developing policy suggestions. Coordinator Jones Wood said the MIT tool is a climate global model; however, the Department of Commerce is completing a wedge analysis of Thurston County reflecting trends in GHG and actions necessary to achieve the 2050 goal.

Councilmember Swarthout asked about the format of tabling during community engagement events. Coordinator Jones Wood advised that no table exercises have been initiated at this time; however, she visits the food bank each quarter to recruit members for the Community Advisory Workgroup and to disseminate information on the City's lifeline program and water incentives.

Councilmember Cathey asked whether the efforts are specific to the City of Tumwater and whether actions would be completed by the City's advisory committees and/or the Council. Her concern surrounds issues that have been part of ongoing conversations for many years that may or may not be included in the Climate Element. She asked about the areas of environmental justice as one example. Many of the suggestions offered by the Community Advisory Workgroup through its visioning exercise would likely create more emissions with less focus on carbon capture and nature's role. She asked how to become involved other than through participating in community meetings.

Coordinator Jones Wood responded that the information shared during the presentation is specific to the City of Tumwater. Except for the greenhouse gas inventory, all other information is specific to Tumwater with an inventory created for Tumwater emissions using the countywide inventory. Other participation opportunities exist through the online open house as well as providing feedback to the City Administrator, Mayor, or staff. The intent is involving the City Council and the Planning Commission through frequent check-ins and progress updates.

Councilmember Cathey inquired as to the form of new goals and policies. Coordinator Jones Wood replied that many new policies will be necessary for development of the Climate Resilience Sub-Element not currently included in the Thurston Hazards Mitigation Plan and the Thurston Climate Adaptation Plan. Although the Council adopted the Thurston Hazards Mitigation Plan, the Council never adopted the Thurston Climate Adaptation Plan. To meet the requirements and cover all sectors, new policies will be required as well as additional actions to achieve net-zero goals outlined in the

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TCMP and through other efforts by the City.

Manager Medrud noted that as part of the policy updates for other elements of the Comprehensive Plan, staff is considering the connections between the elements. The work underway on the Climate Element will also inform the update of other elements of the Comprehensive Plan. Staff is striving to prepare all the draft elements concurrently to ensure consistency between the elements.

Chair Robbins inquired about the staff and financial resources that will be necessary to complete the actions. Coordinator Jones Wood said the intent of the draft Climate Element is to ensure all actions are implementable and financially feasible by the City. In terms of climate actions, many less costly climate actions have been completed by the City. However, future actions will be more difficult and more costly. The City is expected to meet specific goals to achieve identified results.

Commissioner Staff asked whether staff contacted other municipalities to obtain additional information on their respective efforts to draft a climate element. He has observed many more solar panels in other jurisdictions and other forms of energy north of Tumwater. Coordinator Jones Wood encouraged Commissioners to visit the solar dashboard on the City's website, which is updated monthly based on solar permit installations. The site includes a map of all solar permits issued over the years, which are increasing. The staff team as part of the Thurston Climate Mitigation Collaboration meet weekly to share information on the status of efforts and issues. Outside of the Thurston region, the City is a member of the Urban Sustainability Director's Network, a peer network of other staff members throughout North American and Canada to share documents, policies, lessons learned, and failures. She also participates in other peer learning groups.

Commissioner Staff asked about the largest lever that could be employed that would achieve the best results. Coordinator Jones Wood said reduction in fossil fuels would be the main action to assist in achieving goals.

Commissioner Staff commented on the lack of electric vehicle charging stations in the City compared to other cities. He asked about the status of installing more stations. Coordinator Jones Wood said she is working on expanding the City's municipal charging infrastructure for the City's fleet, as well as providing public charging when possible. The City Council recently approved a pilot project for solar powered off-grid EV charging station at

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Pioneer Park. Staff is exploring different innovative solutions and expanding EV charging stations by taking advantage of grants. However, federal grants impose some limitations for expanding EV charging. Private businesses install EV charging stations based on market analysis.

Councilmember Swarthout asked whether installations of EV stations are through a coordinated effort rather than by piecemeal efforts. She recounted how her son was able travel and charge his EV from Mountlake Terrace to Canada. She asked whether installations by the City are in appropriate locations to afford charging opportunities for travelers. Coordinator Jones Wood replied that there are different approaches in terms of how the City deploys EV charging infrastructure for road trips along highways as well as in places that are more difficult to install EV stations, such as multifamily housing. With available funding, the City's approach is based on properties owned by the City that could include installation of an EV charging station. PlugShare is an app that identifies EV charging stations. The number of charging stations in Tumwater continues to increase.

Chair Robbins requested consideration of scheduling a demonstration of the wedge tool provided by the Department of Commerce as a way to understand the tool, the type of input data, and as a way to determine the confidence level of any proposed policy. Coordinator Jones Wood advised that the wedge tool is not an interactive tool for the public while the MIT EN-ROADS tool is an interactive tool. The City does not have access to the Department of Commerce website hosting the wedge tool. She provided additional information on the modeling elements of the wedge tool. Activity data are entered into ClearPath, a commonly used online software platform for completing greenhouse gas inventories, forecasts, climate action plans, and monitoring at the community-wide or government operations scale. Emission factors are entered as determined by Puget Sound Energy. The wedge tool calculates the amount of emissions based on reductions in kilowatt-hours through different changes in activity by mode (natural gas, electricity, vehicle miles traveled). She offered to contact the Department of Commerce to inquire about the possibility of scheduling a demonstration. Additionally, many of the actions will achieve some of the largest reductions, which is not necessarily dependent upon the wedge analysis as those actions are through the reduction of natural gas, electricity, and road travel by other modes of travel such as bikes, transit, and walking.

Councilmember Swarthout noted that a new apartment complex near

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the Safeway features EV charging stations.

**CITY COUNCIL WORK
SESSION:**

**FIRE DEPARTMENT
STRATEGIC PLAN
BRIEFING:**

Fire Chief Hurley reported the briefing covers the update of the Tumwater Fire Department Five-Year Strategic Plan. The previous plan expired in 2021 during efforts to establish a Regional Fire Authority (RFA). Throughout 2022, the fire department was involved in the planning of the RFA. Although the RFA was not approved by voters in 2023, the fire department budget included an update of the strategic plan. At the end of 2023, the fire department hired a consulting firm. The update commenced in January 2024. In February 2024, meetings were held with the consulting firm with City staff, Tumwater Fire Department staff, union leadership, external stakeholders, partners, and community members. The result was development of the Five-Year Strategic Plan and an agency evaluation as to the operation of the fire department compared to peers and national standards.

Fire Chief Hurley introduced Richard Curtis, Project Manager with Emergency Services Consulting International. Mr. Curtis identified several other team members with extensive fire department experience.

The City of Tumwater has a population of 27,000 individual and is 18 square miles in size. Households are comprised of 2.5 people. The process evaluated population density based on census blocks for the City.

The National Fire Protection Association (NFPA) standard considers 1,000 people or more per square mile as urban area. The majority of the City is urban. The evaluation considered call data from the department from 2019 to 2023 totaling 15,744 incidents within the City of Tumwater. Other incidents occurred outside the City under the Medic One system. The evaluation focused on the City of Tumwater call volume. During that evaluation period, there were approximately 300 fire incidents with the greatest population density located between Station T1 and T2. There are several pockets of populations south of T2 and north of T2 of higher density near Interstate 5 and intersections where car fires likely occur.

The evaluation also reviewed emergency medical service (EMS) incidents totaling 12,000 with 80% of all calls for emergency medical services. The evaluation considered distribution, the first response unit to begin taking actions, and whether the unit could

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mitigate the incident. Typically, two standards are evaluated. The first is the NFPA four-minute travel time standard. Each fire station has a four-minute travel time boundary. The first unit expectation is arriving at the incident within the four minutes. The Washington Survey and Rating Bureau evaluates the City for insurance rates and has a different standard of 1.5 miles. The standards are nearly identical in terms of the four-minute response. Both stations in the City should cover most of the City.

Another area evaluated was concentration whereby some incidents require more response than just the fire engine with three or four firefighters. All firefighters should respond to a residential or commercial structure fire to ensure simultaneous tasks are completed to mitigate the incident. Concentration uses an eight-minute travel time. The boundaries are larger from each station with some overlap. The concentration of firefighters is considered the effective response force. Concentration is also dependent upon the type of fire or incident, each with a certain number of tasks to be completed to mitigate the incident effectively. A table in NFPA 17.10 illustrates the number of firefighters needed in addition to the tasks required to complete based on the type of risk. Three different types of risk are identified. A community risk assessment standard identifies all the different types of risks a community could encounter and the level of each risk. The information is then correlated to develop a task analysis for each type of risk. For structural fires, approximately 16-17 firefighters are required for residential fires to meet all obligations of simultaneous tasks.

The team evaluated the City's two fire stations and the ISO or Washington Survey and Rating Bureau standard of 1.5 miles. The map reflects the distance of 1.5 miles from each fire facility with some overlap resulting in coverage of six square miles of the City totaling 12 square miles or 31% of the City's area. Some portions of the City are not covered by either fire station for first response. The evaluation also considered four-minute travel, which is nearly identical.

Another requirement by the Washington Survey and Rating Bureau is the number of buildings with three or more stories in height or large expansive buildings with a fire flow greater than 4,000 gallons per minute. The requirement is a ladder truck and staff available for response in the City. The City does not have a ladder truck; however, the City has an agreement with the Olympia Fire Department. The standard requires the equipment to be located within 2.5 miles of the risk. Olympia's ladder truck coverage area is available to only 1% of the City.

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The evaluation for measurement of concentration reflected on duty resources (9 firefighters) and utilization of local mutual aid from all departments to ascertain response within the time standard of eight minutes. Based on 17 firefighters, the response covers only 5% of the City. The outcome could include fires burning out or burning out of control, or some tasks accomplished while other task completion dependent upon additional resources. Essentially, the determination is the level of risk the community is willing to accept.

Mr. Curtis congratulated the Fire Department for receiving a recent rating from 4 to 3. The rating report included several issues the Fire Department has control over. The report evaluated fire department, communications, water supply, and fire safety control (fire prevention and public education). Of the 38 categories evaluated, the four lowest rated categories were distribution of engine companies, number of company officers and qualifications, types of training and amount of training by the department, and reserve ladder and pumper companies. In terms of fire safety control, there are nine categories with the fire department marked low in four categories of fire inspector qualifications, inspection of existing structures, community education programs, and fire investigation qualifications.

Councilmember Swarthout questioned the data documenting the need for a ladder truck. Fire Chief Hurley replied that any commercial structure fire in the City includes a ladder truck dispatch from the Olympia Fire Department. Ladder trucks are used for a variety of reasons, from fire rescue from a multistory building.

Mr. Curtis added that ladder trucks provide ladder service that could include forcible entry, ventilation, laddering the building to relieve firefighters on the roof, and search and rescue.

Mr. Curtis described the response performance of the fire department. A sequence of events contributed to the performance with some controlled and not controlled by the department. The first element is dispatch receiving the 911 call, processing the call, and notifying the department. The standard for dispatch processing time is one minute under the NFPA 12.25 national standard. The next element is the department's receipt of the page. The department must prepare for response to the unit within one minute of an EMS call and 1 minute and 20 seconds for a fire call because of the need to outfit personnel with fire protection equipment and gear. The standard for the first unit to arrive on scene is four minutes. Based on data, the fire department's performance is 9

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minutes and 42 seconds. The department is working on several areas to address response time related to dispatch and station configuration issues.

Councilmember Swarthout questioned whether departments typically meet the benchmarks. Mr. Curtis replied that some but not all departments meet the benchmarks. However, the time is the recommended standard and is considered the best practice with a goal of achieving best practice to the extent possible.

In terms of code enforcement, the evaluation included the department's history for code enforcement. Currently, the department has one Fire Prevention Officer, who recently retired. The department experienced a shortage of annual fire inspections based on the number of buildings (1,200 occupancies). The best practices standard is an inspection of each occupied building each year. For high hazard occupancy, the inspection standard is twice annually. The department has not achieved the standard based on various reasons, such as the COVID pandemic.

Publicly available data on building structures of different categories identified 352 industrial buildings, 415 commercial buildings, and 274 government, educational, or utility structures throughout the City. The Fire Prevention Officer is also responsible for community risk reduction through public education. COVID contributed to the decline in public education with more emphasis in code enforcement and public education required.

The strategic planning process included internal and external stakeholder feedback. The process included a fire department internal survey with good participation of 79%. A two-day work session was held with 20 individuals completing a number of different exercises. Themes were narrowed to develop strategies around the major themes. Mission, vision, and value statements were updated for the fire department. Six strategic goals were identified in alignment with City goals and with community expectations to provide safe, timely, and effective response, improve services to strengthen cooperative services, enhance the training program, implement a communications strategy both internally and externally to ensure sustainability of the department's culture, ensure effective recruitment and retention of personnel, maintain a high standard, and improve employee wellness.

Based on projections from Thurston Regional Planning Council, the City is projected to grow 1.5% each year over the next 20 years. Over the next 10 years, the City will grow by another 5,000

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residents resulting in more impacts to emergency services and fire. Based on current call volume, the City would experience an increase of 1,200 incidents over the next 10 years.

Recommendations include improving the effective response time by adding more personnel per shift to meet the 16-firefighter standard for residential fires. The recommendation is adding a fourth firefighter to each shift at each station, and adding two new EMS positions for the Medic Unit at Station T2 to increase the effective response force from nine to thirteen. Alternatively, instead of adding the fourth position on the engine company, another option is adding a two-person aid unit at Station T1.

Another recommendation is expanding the footprint of both stations for the size of the City by adding a third fire station. Further analysis would be necessary to determine the best location of the third station.

Additionally, the recommendation includes a position of Fire Marshal for moving the program forward for community risk reduction. The recommendation is establishment of an Assistant Chief position of Fire Marshal to draw expertise and experience from outside the organization to establish and develop a new community risk reduction program. Additionally, as the Fire Chief is managing the fire department, it is not possible for the Chief to manage emergency management adequately. Many choices include hiring an emergency manager either full or part-time, contract for service from a private provider, or negotiate an interlocal agreement with a local agency to focus on efforts to build the program to meet the City's needs for a major disaster to enable the Chief to build and manage the organization effectively. Finally, partnerships are important through consolidation of training programs by considering the Olympia Fire Department as it offers a training facility.

Councilmember Von Holtz asked whether the Port of Olympia has its own fire department should a catastrophe event occur during the air show. Fire Chief Hurley advised that the Tumwater Fire Department provides services to the Port of Olympia as it lacks a fire department. The air show is required to have an aircraft rescue fire fighting unit on scene during the air show. The department provides that service with the Port of Olympia covering the overtime costs. Today, the department does not have a response agreement with the Port of Olympia although there have been discussions about the need to develop an agreement. In previous years, the Port paid for training and provided a vehicle to the department.

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION &
COUNCIL WORK SESSION
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**INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF TUMWATER
AND THE
CONFEDERATED TRIBES
OF THE CHEHALIS
RESERVATION:**

City Administrator Parks reported the Confederated Tribes of the Chehalis Reservation is purchasing property from the Kaufman Group located off 93rd Avenue near the I-5 interchange. The tribe's Flying J facility is located south of 93rd Avenue. The property was platted by Kaufman for business purposes; however, the tribe has indicated interest in purchasing the property in its entirety. The tribe contacted the City several months ago about its plans and potential agreement if the tribe moves forward with plans to purchase the property. The agreement outlines different responsibilities and agreements negotiated between the two parties for the project and the City's role to help facilitate the project moving forward.

The tribe is interested in vacating the plat and a designated public road. The City agreed with the vacation of the public road if the tribe owns the entire property. The tribe would own the road and would be responsible for maintaining the road. Until the property is transferred to the trust, the tribe's application to the City might entail some problems with lot lines. The tribe is considering a plat vacation process with provisions in the agreement for the City to review and assist in facilitating the process of vacating the plat to convert the property to its original form as a single parcel.

As the road is currently construction, the tribe might need to move the road and any utilities, the City would agree to collaborate and review the proposals and provide feedback and information on next steps. The City received funding to complete an interchange study for the interchange. The City is including the tribe as stakeholders in the process to provide input on any changes to the interchange that would help serve its project. Based on existing stormwater maintenance agreements, once the tribe assumes ownership of the property, the maintenance agreements would no longer be required with the City considering the modification or extinguishing the stormwater maintenance agreements in the future if necessary.

The tribe's responsibilities include initiating the plat vacation process, acknowledgement of ownership and maintenance of the road, acknowledgment of the need or desire to relocate roads and utilities, the tribe would be financially responsible and collaborate with the City and any other state agencies, acknowledgement of existing easements in place by ensuring maintenance or replacement if necessary. Vacation of road right-of-way in the state, the City jurisdiction owning the right-of-way is required to receive half of the appraised value in some form of compensation. During conversations with the tribe, staff has acknowledged that there may be a need for right-of-way dedication for the future interchange project, which is recognized in the agreement resulting in a potential

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exchange of dedications of property to increase the right-of-way profile necessary for any outcomes from the Interchange Study. The tribe also acknowledges that the Kaufman plat contained a certain level of development capacity and would address any additional road safety and concurrency issues related to its future development.

Staff requests the Council place the intergovernmental agreement between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation on the Council's consent calendar with a recommendation to approve and authorize the Mayor to sign before the end of July to enable the tribe to finalize the sale.

The Council agreed to move the request to the consent calendar on Tuesday, August 6, 2024.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

City Administrator Parks reported on the success of the City's activities during the July 4th holiday. The parade included 86 entries and 12,000 people attended the festival. She conveyed her sincere thanks and appreciation to City employees for their efforts and support to ensure all 4th of July events were successful.

Water Resources and Sustainability received notification of three grant rewards from the Department of Ecology totaling \$857,000 for nutrient reduction and enhanced plans improvements of \$170,000 for stormwater, Pioneer Park riparian restoration phase 2 construction dollars of \$500,000, and Beehive Industrial Area stormwater retrofit design for \$187,000.

Increased summer temperatures resulted in a significant increase in water usage. On Monday, July 8, 2024, customers used six million gallons of water in one day or 2.5 times more consumption than on an average winter day.

The General Government Committee scheduled a special meeting on July 17, 2024 at 8 a.m.

On the Council's July 16, 2024 meeting, the agenda include several construction-oriented projects that were not reviewed by a committee or during a Council work session. She asked Councilmembers to forward any questions about any of the projects prior to the meeting.

Mayor Sullivan thanked staff for ensuring the City's huge event on the 4th of July was such a success. City employees who were working on the 4th of July forfeited their holiday to ensure a successful day of events. She expressed appreciation for their hard

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work.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned
the meeting at 8:02 p.m.**

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
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CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, Transportation & Engineering Department Director Brandon Hicks, Water Resources & Sustainability Department Director Dan Smith, Transportation and Engineering Department Assistant Director Mary Heather Ames, Communications Manager Jason Wettstein, Engineering Services Manager Bill Lindauer, Transportation Engineer Joesph Norman, City Clerk Melody Valiant, and Deputy City Clerk Tracie Core.

PUBLIC COMMENT: **Christie Kautsky, 908 Delta Lane, Tumwater**, thanked the Council for its work. She reminded the Council of the people who would like to save the Davis-Meeker Garry oak tree. She thanked the Council for considering an additional tree assessment and would like the Council's commitment to save the tree through an ordinance stipulating that the tree should not be removed without a waiver from the Historic Preservation Commission, a permit from the Washington State Department of Archeology and Historic Preservation, and consensus of three arborists that nothing could be done to save the tree. She asked that arborists responding to the City's Request for Qualifications (RFQ) be fairly evaluated with experience in oak trees because the arborist assessing the health of the tree should have the necessary expertise. She urged the Council to listen to the City's advisory boards as the Tree Board indicated they did not want to remove the tree as well as the Historic Preservation Commission, which indicated many times that it did not want to delist the tree. She encouraged the Council to work with citizens on a creative solution to save the tree as well as other trees. It would have been possible to form a working group of arborists, statisticians, librarians, gardeners, and others. People who live in the community work for the government and know how government works. The Council is dealing with many citizens with expertise. Citizens are experienced, prepared, and want to help the Council save the tree for their children and for their children. As an urban planner, she has a strong propensity for redevelopment rather than green development. The Council should direct the community center consultants to consider some out-of-the-box solutions for siting the community center. One example is the Costco building. Costco plans to move to another location off 93rd Avenue leaving a large building that would be perfect for a community center. The location is within walking distance from

**TUMWATER CITY COUNCIL MEETING
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the high school, middle school, and Black Hills High School is on the bus route.

Angelo Fazio, 3217 Capitol Boulevard, Tumwater, commented about traffic concerns involving the intersection of Capitol Boulevard and Cleveland Avenue. The traffic speed on Capitol Boulevard has been a concern, as the speed limit from Olympia is 25 MPH and increases to 35 MPH at the city limits of Tumwater. He asked for consideration to lower the speed at least along Capitol Boulevard to Custer Way. The new street revision from Cleveland Avenue from the Safeway store has created a situation where cars have missed the turn that could result in a pedestrian accident at the corner. He suggested emphasizing the area by adding yellow painted curbs or a flashing sign at the stop sign.

Pamela Hansen, PO Box 14521, Tumwater, said she is currently under the Davis-Meeker oak tree and can hear the three baby kestrels in the nest. The tree is gorgeous in the light and there is new growth from the area of the nest. She appreciates everyone's comments and echoes their concerns about saving the tree. She attended the last Tree Board meeting via Zoom. A document was shared during the meeting depicting a new development with one younger tree retained and counted as two trees while older trees would be removed. She asked how the younger tree could be counted as two trees saved. Additionally, the conversation included information on the pocket gopher and protected areas. A parcel located new Black Hills High School is under review for mitigation of other pocket gopher lands. She asked whether the land is on the market for sale and whether the City evaluating the property for potential sale. She suggested the Council should develop some maps to document the current situation concerning pocket gophers.

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council Work Session, May 28, 2024
 - b. Approval of Minutes: City Council & Joint Planning Commission Work Session, June 25, 2024
 - c. Approval of Minutes: City Council, July 2, 2024
 - d. Payment of Vouchers
 - e. Interagency Reimbursement Agreement IAA25301 Between Washington State Administrative Office of the Courts and City of Tumwater
 - f. Homeland Security Region 3 Omnibus Mutual Aid Agreement
 - g. Intergovernmental Agreement Between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation
 - h. Israel Road and Linderson Way Pedestrian and Bicycle Improvement Project – Authority to Solicit Bids and Recommend Award
 - i. Linwood Avenue Sidewalk Susitna Lane to 2nd Avenue –

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Authority to Solicit Bids and Recommend Award

MOTION: **Councilmember Von Holtz moved, seconded by Councilmember Agabi, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL
CONSIDERATIONS:**

**2024 CITYWIDE
STRIPING PROJECT –
CONSTRUCTION
CONTRACT AWARD
WITH SPECIALIZED
PAVEMENT
MARKING:**

Assistant Director Ames reported the request is for authorization for the Mayor to sign a contract for the construction of the 2024 Citywide Striping project. The project encompasses all roads within Tumwater with painted white and yellow lines. Approximately 105 miles, or 554,000 linear feet, of four-inch wide paint line will be repainted in locations throughout the City. Approximately 33 miles, or 175,000 linear feet, of 8-inch wide paint lines will be repainted as well.

The estimated construction cost ranges from \$130,000 to \$150,000. Funding is provided by the streets operating budget for the maintenance project. Staff utilized the Small Works Roster process to solicit quotes. The City received quotes on July 3, 2024. Specialized Paving Markings, LLC was the successful quote for an amount of \$136,933.50. Construction is planned to begin in early August covering eight working days.

Assistant Director Ames added that the painting process for the City changed in 2020. Previously, the City accomplished striping contracts through interlocal agreements with Lewis and Thurston Counties. With the advent of material delivery problems during the pandemic, the City moved to a small works contract for the next several years. Last year, the City was able to add striping to the Citywide Pavement Maintenance project. This year, the project is a stand-alone project.

Staff requests the Council authorize the Mayor to sign a public works contract with Specialized Pavement Marking, LLC of Pacific, Washington, for \$136,933.50 for the 2024 Citywide Striping project.

Assistant Director Ames addressed questions about the scope of the project, which encompasses long line painting of lines only. Curbs and crosswalk markings are separate projects.

MOTION: **Councilmember Agabi moved, seconded by Councilmember Von Holtz, to authorize the Mayor to sign a Public Works contract with Specialized Pavement Marking, LLC of Pacific, Washington, for \$136,933.50 for the 2024 Citywide Striping Project. A voice**

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vote approved the motion unanimously.

**DESCHUTES VALLEY
TRAIL CONNECTION
FUNDING
PROSPECTUS AND
AWARD:**

Assistant Director Ames reported the project is a segment of the Deschutes Valley Trail, a two-mile multiuse trail through Tumwater connecting Historical Park to Pioneer Park along the western edge of the golf course. The City is completing the trail in segments. The northern segment has been completed. The City received \$1 million from the Legislature through *Connecting Washington*, a pedestrian and bicycle program within the 2023-2025 biennium with another \$4.8 million in the 2025-2027 biennium. The funds require authorization to expend the funds. Fund authorization through the Washington State Department of Transportation (WSDOT) requires submittal of paperwork documenting the project scope and anticipated costs. Staff prepared the funding packet for submission to WSDOT.

Moving forward with the \$4.8 million in funds, the City is contributing a local match to complete the northern remaining segment and the southwestern segment. Staff is also applying for federal funds through Thurston Regional Planning Council's (TRPC) grant funding process to fund the segment from the Valley Athletic Club to the southern segment.

Staff requests the Council authorize the Mayor to sign the project prospectus accepting \$5.8 million in state funds for the Deschutes Valley Trail Connection project.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Althausser, to approve and authorize the Mayor to sign the Project Prospectus, accepting \$5,800,000 in state funds for the Deschutes Valley Trail Connection project. A voice vote approved the motion unanimously.

**SERVICE PROVIDER
AGREEMENT FOR
THE 2ND AVENUE
BICYCLE AND
PEDESTRIAN
IMPROVEMENTS
PROJECT WITH SCJ
ALLIANCE:**

Manager Lindauer reported the request is for authority to sign a service provider agreement with the consultant for design services. The project includes two components with the first component of improvements along 2nd Avenue starting at B Street to Linwood Avenue of approximately 3,000 linear feet of roadway. The improvements will span the full width of the road. The second component is improvements to the Linwood and 2nd Avenue intersection. The intersection experiences much traffic congestion with the intersection site located at an odd angle and difficult to improve. During the conceptual stage of the design, the consultant team was able to design a non-circular roundabout to increase pedestrian and bicycle safety and improve traffic flow at the intersection.

The project is included on the Transportation Improvement Plan and

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the Capital Facilities Plan. For improvements on 2nd Avenue, the main scope of the project repairs distressed pavement on 2nd Avenue, removes old concrete panels under the pavement to help reduce future cracking and other issues, and adds an overlay of pavement on the road. Sidewalks will be replaced with new ADA-compliant sidewalks with consistent width throughout the project site to the extent possible. All ramps will be upgraded to be ADA-compliant throughout the project site.

Councilmember Althaus commented that he often receives complaints about the lack of sidewalk width under the overpass near the Brewery Distilling Center. He asked whether there were any plans to widen the sidewalks under the overpass. Manager Lindauer explained that the project site begins at B Street.

Assistant Director Ames added that the project is funded by the State Routes to School program with emphasis on connecting residential areas in the north to Michael T. Simmons Elementary School. The project scope does not include the I-5 underpass. However, she plans to consider the information as she seeks future funding sources for future projects.

Manager Lindauer said the project scope includes stormwater upgrades to improve water infiltration, water quality, and quantity control. A new roundabout at the intersection of Linwood and 2nd Avenue replaces an existing four-way stop. The roundabout will increase vehicle capacity and reduce delays and congestion. The roundabout will enhance multimodal safety at the intersection for both pedestrians and bicyclists as they navigate through the intersection.

Manager Lindauer reviewed details of the design scope and identified the consultants involved on the project. The design schedule identifies 10 months to complete the project design. The service provider agreement for design fees totals \$637,516.43. The total estimated project cost is \$4.2 million funded by WSDOT Safe Routes to Schools (\$2.1 million), Transportation Benefit District (\$800,000), Impact Fees (\$800,000), and the Transportation CFP ending fund balance (\$550,000).

Councilmember Dahlhoff asked whether the City has received feedback or has a list of community members who use mobility devices to identify whether the ramp locations are accessible to the community. Assistant Director Ames explained that staff has contact with many members within the community; however, accessibility for everyone will be in locations with a crossing.

Council and staff discussed the benefits of a roundabout versus a four-

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way stop and the ability for larger vehicles to maneuver through the roundabout.

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Von Holtz, to authorize the Mayor to sign the agreement with SCJ Alliance for design services. A voice vote approved the motion unanimously.

**SERVICE PROVIDER
AGREEMENT FOR
THE TUMWATER
BOULEVARD, NORTH
BOUND I-5 ON/OFF
RAMP INTERSECTION
PROJECT WITH HDR
ENGINEERING:**

Engineer Norman reported the project site is at the Interstate 5/Tumwater Boulevard SW interchange with an existing traffic signal at the southbound on/off ramp and a stop-controlled condition at the northbound on/off ramp. The existing configuration does not meet level of service standards for some traffic movements and is approaching level of service failures in other movements. Additionally, the interchange lacks pedestrian and bicycle facilities. With increased development in the vicinity, demands on the interchange will increase requiring a full reconstruction of the interchange. The proposed project is the first phase of the overall interchange improvements with construction of a roundabout at the northbound on/off ramp to increase the capacity of the interchange and enhance multi-modal safety needed to support future growth. Future project phases include a roundabout for the southbound on/off ramp and widening the overpass to accommodate pedestrian and bicycle traffic.

The negotiated fee for design services for the first phase of the project with the selected consultant, HDR Engineering, Inc. as the prime consultant and two subconsultants is \$816,453.00. The total project cost is estimated at \$5.92 million with \$2.25 million from the Transportation Improvement Board (TIB) and the remaining \$3.67 million from a 65/35 split between private development and the Transportation CFP ending fund balance.

Councilmember Swarthout asked about the starting and completion date of the project. Engineer Norman replied that the signed service provider agreement initiates the consultant's reconnaissance work. The total contract period is 14 months.

MOTION:

Councilmember Von Holtz moved, seconded by Councilmember Dahlhoff, to authorize the Mayor to sign the agreement with SCJ Alliance for design services. A voice vote approved the motion unanimously.

**COMMUNITY HUMAN
SERVICES PROGRAM
– HOME REPAIRS:**

Director Niemeyer reported the proposal was initiated as a budget request by the Council for senior home repairs. The proposal is a \$25,000 pilot program for Tumwater residents. The Council approved the funding during the last budget amendment. Based on the direction

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by the Council during a work session on May 28, 2024, staff drafted a contract amendment to an existing contract with Rebuilding Together to include the funding. The only change is a request from Rebuilding Together for 10% de minimis overhead, which is similar to other federal grant programs. That amount is included in the amendment.

Staff requests the Council authorize the Mayor to sign the contract amendment with Rebuilding Together.

Councilmember Dahlhoff asked about the possibility of Rebuilding Together documenting inquires for home repairs from individuals who do not qualify to track the need within the community. Director Niemeyer responded that staff could communicate the request to Rebuilding Together or possibly ask Rebuilding Together to follow-up with the Council to share information on the needs of the community through its contacts with community members.

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to authorize the Mayor to sign the contract amendment with Rebuilding Together. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:
*Peter Agabi***

The July 9, 2024 meeting included an update by the Thurston County Prosecutor on current caseload and a case under consideration by the Supreme Court to impose caseload standards. Passage of the case would create impacts to caseloads because it would increase the number of hours spent by attorneys on a case-by-case basis. Members also considered a Homeland Security Region 3 Omnibus Mutual Aid Agreement and an Interagency Reimbursement Agreement IAA25301 Between Washington State Administrative Office of the Courts and City of Tumwater.

**GENERAL
GOVERNMENT:
*Michael Althausen***

The July 17, 2024 meeting agenda includes continued briefings on the 2025 Comprehensive Plan Periodic Update on the Climate, Lands for Public Purposes, and Utilities Elements.

**PUBLIC WORKS:
*Eileen Swarthout***

The Thursday, July 18, 2024 meeting agenda includes an update on LOTT Deschutes Valley Properties Purchase, consideration of the Three Lakes Crossing Oversizing Agreement, Agreement for the Transfer of Interests in Brewery Assets with City of Lacey, a Small Works Contract for the Palermo Security Fence Replacement Project with West Coast Fence Pros, LLC, an Urban and Community Forest Grant Acceptance Agreement with River Network, and a Small Works Contract with Construction, Inc. for Crosby House Foundation Repair.

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**BUDGET AND
FINANCE:**

Debbie Sullivan

The next meeting is scheduled on July 23, 2024 at 10 a.m.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

City Administrator Parks introduced Communications Manager Jason Wettstein. Manager Wettstein received a Bachelor's degree from St. Cloud University in English Communications and International Relations, a master's degree from Georgetown University in Foreign Service, and a master's degree from The Evergreen State College in Public Administration. Manager Wettstein previously served as the Communications Director for the Washington Department of Children, Youth, and Families, Communications Manager for the Department of Fish and Wildlife, Community Relations Manager for The Evergreen State College, Marketing and Public Relations Manager for the Alaska Sea Life Center, a non-profit organization, and Communications Officer for the Future Harvest Program, a World Bank program.

Manager Wettstein said he is excited to join the City especially as he has had the opportunity to discuss livelihoods, conservation, homelessness, and belonging since he joined the City. He was seeking to join a community where people engage with one another and with City government.

City Administrator Parks advised that the next work session would not be a joint session with the Planning Commission. The meeting will be held virtually with presentations from Experience Olympia & Beyond on the Destination Master Plan and a presentation by Dr. Linda Paralez on a summary of the City's work progress with Demarche Consulting Group for implementing efforts on diversity, equity, inclusion, and belonging. The agenda includes one action item for approval of an Interlocal Agreement and Memorandum of Understanding Between the City of Tumwater and Thurston County regarding the Community Development Block Grant (CDBG) Entitlement Program. The request was prompted by the City of Lacey's recent decision to withdraw from the CDBG partnership with Thurston County and City of Tumwater and participate in the program as its own entitlement community. The timeline is established by the CDBG program. The interlocal agreement must be updated to reflect the new two-party agreement. Thurston County is required to provide an executed new agreement and associated documents to the federal government by August 15, 2024.

City Administrator Parks reported the City received two proposals in response the Davis-Meeker Oak Tree RFQ. Both submittals appear to meet the minimum qualifications in the RFQ. Two days remain for

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submittal of additional proposals. On Friday, July 19, 2024, firms will be selected for interviews scheduled on July 23, 2024 with a selection of the consultant to perform the second Level 3 tree risk assessment on July 24, 2024. The goal is to complete the contracting process by the end of July.

Councilmember Cathey inquired as to the individuals involved in selecting the arborist to perform the assessment. She asked whether any members of the Tree Board or the Historic Preservation Commission would be involved in the selection process. City Administrator Parks responded that at this time, she, City Attorney Kirkpatrick, and Mayor Sullivan will review the proposals and select the applicant based on the interview process.

Councilmember Cathey recommended pursuing additional discussion on the selection process especially in light of the community conversations surrounding the tree.

Mayor Sullivan noted that the selection process is for the arborist to complete the assessment rather than any decision surrounding the outcome of the tree. The proposals are from credentialed tree professionals with a high-level caliber of accredited and arborist requirements. Councilmember Cathey acknowledged the RFQ process while citing the public perception of the issue surrounding the tree as tremendously important. She offered the suggestion of considering the inclusion of members from the advisory bodies.

Councilmember Von Holtz supported the suggestion because adding a member from the Tree Board or the Historic Preservation Commission would serve as a positive signal to those community members who have been critical of the City's process.

Mayor Sullivan reported on her planned attendance to the Intercity Transit Authority Board meeting on Wednesday, July 17, 2024.

Mayor Sullivan thanked staff for their efforts and work on all 4th of July events.

Mayor Sullivan attended the Deschutes Estuary Finance and Governance Work Group meeting with City Administrator Parks and Councilmember Althausen. The group is working on finalizing the draft of an interlocal agreement between the partners responsible for maintaining the estuary. More information will be shared with the Council as the agreement is drafted.

The ribbon cutting for the Capitol Boulevard and Trosper Road roundabout is scheduled on July 24, 2024.

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Tumwater Brew Fest is scheduled on Saturday, August 17, 2024.

**COUNCILMEMBER
REPORTS:**

Kelly Von Holtz: Councilmember Von Holtz attended the Public Health and Safety Committee.

Peter Agabi: Councilmember Agabi said he has been in Maryland for the last four days. At the last meeting of the Transportation Policy Board (TPB), members received information on the I-5 Thorne Lane to Mounts Road project that includes adding an HOV lane in both directions and numerous interchange improvements. Compared to what he noticed of the transportation system in the state of Maryland, he questioned how the Pacific Northwest has been so neglected in terms of transportation improvements. In Maryland, several freeways take motorists in all directions. On any Sunday afternoon from the interchange at I-5 and U.S. Highway 101 to exit 111, the northbound lane on I-5 is a solid backup of vehicles. He questioned how the state is able to promote commerce with so much congestion on the freeway. Members also reviewed a proposed amendment to the 2024-2027 Regional Transportation Improvement Program for the Thurston County - SR 507 and Vail Rd SE Roundabout project and received a staff report on the Congestion Management process: Congestion Problems and Needs.

Leatta Dahlhoff: Councilmember Dahlhoff shared that she just returned from a three-week trip to Australia and Bali.

Michael Althausen: The next meeting of the Regional Housing Council is scheduled on July 24, 2024.

At the last meeting of the Funding and Governance Work Group for the Deschutes Estuary project, members continue to review and develop the interlocal agreement (ILA) with other partners. Part of the process includes lowering Capitol Lake from July 22 to July 25, 2024 to enable a study of lake sediment. Photography of the lake will be from drones during the drawdown of the lake.

Angela Jefferson: There were no meetings and no reports.

Eileen Swarthout: Councilmember Swarthout attended the July 12, 2024 TRPC meeting. Members discussed the appointment process for the 2025 State Legislative subcommittee. Councilmember Swarthout volunteered to serve on the subcommittee. Members received a presentation on the TRPC Comprehensive Plan Review Guidance & Certification Process,

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the redistributed projects process, and discussed the Congestion Management process.

Joan Cathey:

The Solid Waste Advisory Committee did not meet. The Olympic Region Clean Air Agency met and discussed the burn ban in effect from July 13, 2024 through September 30, 2024. Councilmember Cathey reminded the community that the City of Tumwater bans any outdoor burning throughout the year. The agency is urging the community to obtain organic bins for yard waste and other organic materials.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:16 p.m.

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: August 20, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- July 12, 2024, payment of Eden vouchers 174125 to 174150 in the amount of \$340,688.51 and electronic payments 903035 to 903048 in the amount of \$210,771.54 and wire payments in the amount of \$254,527.63; and Enterprise vouchers 183847 to 183971 in the amount of \$863,676.23 and electronic payments 904452 to 904483 in the amount of \$132,573.59.
 - July 19, 2024, payment of Eden vouchers 174151 to 174156 in the amount of \$1,080.35; payment of Enterprise vouchers 183972 to 184019 in the amount of \$144,683.96 and electronic payments 904484 to 904501 in the amount of \$53,276.12.
 - July 26, 2024, payment of Eden vouchers 174157 to 174173 in the amount of \$207,285.57 and electronic payments 903049 to 703055 in the amount of \$76,845.71 and wire payments in the amount of \$266,573.79; payment of Enterprise vouchers 184020 to 184077 in the amount of \$711,641.71 and electronic payments 904502 to 904530 in the amount of \$814,780.93.
 - August 2, 2024, payment of Eden vouchers 174174 to 174184 in the amount of \$221,730.76; payment of Enterprise vouchers 184078 to 184144 in the amount of \$276,324.59 and electronic payments 904531 to 904552 in the amount of \$44,446.01.
 - August 9, 2024, payment of Eden vouchers 174185 to 174204 in the amount of \$319,710.16 and electronic payments 903056 to 903069 in the amount of \$176,098.09 and wire payments of \$249,000.70; payment of Enterprise vouchers 184145 to 184218 in the amount of \$236,291.20 and electronic payments 904553 to 904574 in the amount of \$161,940.46.
-

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available upon request of the Assistant Finance Director. The most significant payments* were:

Vendor		
Active Construction, Inc.	354,012.30	PE 17; I-5/Trosper Rd/Capitol BLVD Reconfiguration
RH2 Engineering, Inc	68,178.68	Permitting, env studies, cultural resources, Site Investigation & planning, Hydraulic Medeling, Data Collection, Project Management Services, Southeast Water Reservoir.
TCF Architecture, PLLC	145,977.84	May 1 – 31 Maintenance &

Vendor		
		Operations Facility
Shea Carr & Jewell, Inc	26,103.90	2025 Tumwater Middle Housing Amendments SCJ Project #24-000045 April 27 2024 – June 14 2024
Housing Authority of TC	50,185.75	Relocation costs per affordable housing agreement
Nisqually Indian Tribe	38,913.00	Incarceration & booking fees June 2024
Bobbie & Amanda's Cleaning	22,806.22	June janitorial services
AWC Employee benefit trust	149,145.06	July Collections for August PREMS
Active Construction, Inc.	422,044.72	PE #18 I-5/Trosper Rd/Capitol BLVD Reconfiguration
WA ST DEPT OF Revenue	67,288.93	Use tax 6/1/2024 to 6/30/2024 and sales/excise
LEOFF Health and Welfare Trust	51,687.82	July collection for Aug PREMS POL MD
LOTT Wastewater Alliance	678,015.58	June 2024 LOTT Fees
EXP U.S. Services in	28,683.54	2025 Comp plan update climate element development
TCF Architecture, PLLC	46,425.33	Maintenance & Operations Facility design phase
Acushnet Company	21,207.13	ProV1 Golf balls
Craft District, LLC	77,670.72	Craft District LLC development credit
Governmentjobs.com	41,805.74	Subscription attract & perform 7/24/24 – 7/23/25
Bobbie & Amanda's Cleaning SVC	25,400.51	Janitorial services and supplies July 2024
National Public Safety Group, LLC	79,230.83	Service provider agreement June – December 2024

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

-
- 3) Policy Support:
- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
 - Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
-

- 4) Alternatives:
- ☐ Ratify the vouchers as proposed.
 - ☐ Develop an alternative voucher review and approval process.
-

- 5) Fiscal Notes:
- The vouchers are for appropriated expenditures in the respective funds and departments.
-

- 6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval
- C. Exhibit C – Payment of Vouchers – Review and Approval
- D. Exhibit D – Payment of Vouchers – Review and Approval
- E. Exhibit E – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 183847 through 183971 in the amount of \$863,676.23

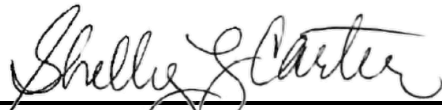
Electronic payment Nos 904452 through 904483 in the amount of \$132,573.59

Eden

Voucher/Check Nos 174125 through 174150 in the amount of \$340,688.51

Electronic payment Nos 903035 through 903048 in the amount of \$210,771.54

Wire payment in the amount of \$254,527.63



Asst. Finance Director, on behalf of the Finance Director

Checks dated 07/12/2024

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

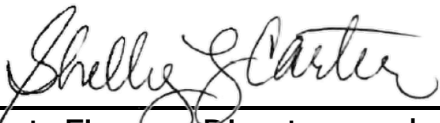
Enterprise ERP

Voucher/Check Nos 183972 through 184019 in the amount of \$144,683.96

Electronic payment Nos 904484 through 904501 in the amount of \$53,276.12

Eden

Voucher/Check Nos 174151 through 174156 in the amount of \$1,080.35



Asst. Finance Director, on behalf of the Finance Director

Checks dated 07/19/2024

EXHIBIT "C"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 184020 through 184077 in the amount of \$711,641.71

Electronic payment Nos 904502 through 904530 in the amount of \$814,780.93

Eden

Voucher/Check Nos 174157 through 174173 in the amount of \$207,285.57

Electronic payment Nos 903049 through 903055 in the amount of \$76,845.71

Wire Payments in the amount of \$266,573.79



Asst. Finance Director, on behalf of the Finance Director

Checks dated 07/26/2024

EXHIBIT "D"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 184078 through 184144 in the amount of \$276,324.59

Electronic payment Nos 904531 through 904552 in the amount of \$44,446.01

Eden

Voucher/Check Nos 174174 through 174184 in the amount of \$221,730.76



Asst. Finance Director, on behalf of the Finance Director

Checks dated 08/02/2024

EXHIBIT "E"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 184145 through 184218 in the amount of \$236,291.20

Electronic payment Nos 904553 through 904574 in the amount of \$161,940.46

Eden

Voucher/Check Nos 174185 through 174204 in the amount of \$319,710.16

Electronic payment Nos 903056 through 903069 in the amount of \$176,098.09

Wire payments in the amount of \$249,000.70



Asst. Finance Director, on behalf of the Finance Director

Checks dated 08/09/2024

TO: City Council
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: August 20, 2024
SUBJECT: Resolution No. R2024-012 Percival Creek Fish Passage Barrier Removal #22-1161

1) Recommended Action:

Authorize the Mayor to sign Resolution No. R2024-012 Percival Creek Fish Passage Barrier Removal #22-1161, via Council Consent calendar.

This resolution was previously approved and signed by the Mayor, numbered as R2024-003. This request is only to change the resolution number to R2024-012 to remedy a clerical error that resulted in two resolutions being numbered R2024-003. No changes have been made to the original resolution.

2) Background:

The culvert conveying Percival Creek under Sapp Road has been identified as a fish passage barrier due to slope. The City plans to replace the culvert with a larger one to allow fish to pass under the road unobstructed, with construction planned to take place during the summer of 2025.

Tumwater received \$257,550 from the Salmon Recovery Funding Board to help fund part of the projects construction. This resolution would allow Tumwater to receive this grant from the Recreation and Conservation Office (RCO) and delegates authority to Dan Smith to make decisions on behalf of the City in day-to-day management of the grant.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Remove obstructions to fish passages
-

4) Alternatives:

☐ None.

5) Fiscal Notes:

In addition to this RCO grant, Tumwater has secured \$2,100,000 from WSDOT's PROTECT funding program to pay for construction. In total, Tumwater has \$2,357,550 in grant funding to complete this project.

6) Attachments:

A. Resolution No. R2024-012 Percival Creek Fish Passage Barrier Removal #22-1161

RESOLUTION NO. R2024-012
Percival Creek Fish Passage Barrier Removal #22-1161

A RESOLUTION of the City Council of the City of Tumwater, Washington authorizing the person(s) identified below (in section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City is seeking grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above;

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

Section 1. The City of Tumwater has applied for or intends to apply for funding assistance managed by the Office for the above Project(s).

Section 2. Debbie Sullivan, Mayor, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: approve submittal of a grant application to the Office, enter into a project agreement(s) on behalf of our organization, and sign any amendments thereto on behalf of our organization. In addition, Mayor Sullivan delegates authority to Dan Smith, Director of Water Resources & Sustainability, to make any decisions and submissions required with respect to the Project(s) and designate a project contact(s) to implement the day-to-day management of the grant(s).

Section 3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnifications and legal venue stipulation and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative(s)/agent(s) before execution.

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

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

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

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

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

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

Section 10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

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

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

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

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

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

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

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

RESOLVED this ____ day of _____, 20____.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Washington State Attorney General's Office

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

TO: City Council
FROM: Joann Fletcher, Accountant
DATE: August 20, 2024
SUBJECT: Resolution No. R2024-013, Surplus Property

1) Recommended Action:

Adopt Resolution R2024-013 Declaring Property as Surplus.

2) Background:

The surplus items include 1 Police Base Radio, 1 Police vehicles, 3 ER&R IT assets, 1 TED OPS mower, 1 WRS OPS vehicle and 1 TED OPS Asphalt Kettle.

All items have been taken out of service or will be taken out of service and replaced according to their useful lives or have become obsolete.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- ☐ Adopt the Resolution.
 - ☐ Don't adopt the Resolution
-

5) Fiscal Notes:

No significant impact. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

6) Attachments:

A. Resolution R2023-013 Declaring Property as Surplus with attached Exhibit A List of the items to be surplusd

RESOLUTION NO. R2024-013

A RESOLUTION of the City Council of the City of Tumwater, Washington declaring the property itemized on the attached Exhibit A surplus to the City's needs, so that it can be disposed of in accordance with Washington State Law.

WHEREAS, the Asset Manager has determined that the items on the attached Exhibit A, currently owned by the City of Tumwater by purchase, property seizure, or unclaimed property are not needed by the City for current operations; and

WHEREAS, it is the City's policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW63.32.010, and other applicable Washington State laws, rules and regulations.

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

Section 1. Surplus Declaration. The property itemized on the attached Exhibit A is hereby declared surplus to the needs of the City of Tumwater, and it shall be auctioned, sold, traded, donated, or otherwise disposed of in accordance with the provisions of Washington State laws, rules and regulations.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 20th day of August 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTESTS:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

MEMO

Date: August 20, 2024

To: Troy Niemeyer, Finance Director

From: Joann Fletcher, Accountant

Subject: Surplus of Equipment – Asset Management Fund



The following items have exceeded their useful lives, or are unclaimed items or evidence and are ready for donation, disposal or sale:

Asset #	ER&R#	Description	VIN# / Serial #	Current Location / Condition
0004862	6070221	2015 Hustler Trim Star Mower	14061382	ER&R Shop
0003861	69261	1999 Aeroil KEB-80 Rubberized Asphalt Kettle	N/A	TED OPS Yard
0004957	6070318	2017 Chevrolet Tahoe	1GNLCDEC6HR233099	ER&R Shop
0004622	6069963	2011 Ford Escape Hybrid	1FMCU5K37BKB85463	ER&R Shop
0004561	6069795	Motorola MC2000 Base Radio	208100035	IT Office
0004880	6070238	Nutanix Virtual Server	15SM65260084	IT
0004947	6070315	Sophos 2 Port SFP	S31045OD19D8E96	IT
0004948	6070316	Sophos 2 Port SFP	S31007AD50688E6	IT

TO: City Council
FROM: Steve Craig, WRS Operations Manager
DATE: August 20, 2024
SUBJECT: Small Works Contract with West Coast Fence Pros, LLC for the Palermo Security Fence Replacement Project

1) Recommended Action:

Authorize the Mayor to sign the Small Works Contract for the Palermo Security Fence Replacement Project, via consent calendar. This contract was recommended for approval and signature by the Public Works Committee at their July 18, 2024 meeting.

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.

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.

6) Attachments:

A. Small Works Contract

**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: City Council
 FROM: Chuck Denney, Parks and Recreation Director
 DATE: August 20, 2024
 SUBJECT: Small Works Contract with CONSTRUCT, Inc. for Crosby House Foundation Repair

1) Recommended Action:

Authorize the Mayor to sign the Small Works Contract with CONSTRUCT, Inc. for Crosby House Foundation Repair.

The contract was recommended for approval at the July 18, 2024 Public Works Committee meeting, with a request for this item to be included under "Consent" on the Council agenda.

2) Background:

As Tumwater's oldest residence, this 160-year-old home has a rich history and importance in Tumwater. For decades, the building has become more and more difficult to maintain as the house continues to shift and settle. This has led to uneven floor surfaces, cracked wallpaper and shifting of window and door frames. The primary reason for this is the foundation, its design, and the materials used. This project will repair damage to the foundation and allow us to "freeze" the building from any more movement. Work will involve replacing many of the floor joists, adding many more pier supports throughout the building and the addition of bracket supports.

3) Policy Support:

Council strategic priorities and goals - Rejuvenate the Brewery Neighborhood

4) Alternatives:

- ☐ Authorize the Mayor to sign the contract
 - ☐ Continue discussion at a future meeting
-

5) Fiscal Notes:

The contract is for the amount of \$106,000.00. An additional \$50,000.00 has been budgeted for any unforeseen issues that may arise.

6) Attachments:

- A. Small Works Contract with CONSTRUCT, Inc. for Crosby House Foundation Repair

**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 **CONSTRUCT, 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
CONSTRUCT, Inc.
855 Trospen Rd. SW #108-345
Tumwater, WA 98512
(360) 236-8200
Tax ID# 91-1401610

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.

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.

ITEM	DESCRIPTION	Unit	Unit Price	Quantity	Increase	Decrease
SUB TOTAL					\$ -	\$ -
NET INCREASE/DECREASE			\$ -			
PREVIOUS CHANGE ORDER TOTALS						
TOTAL CHANGE ORDERS						\$ -
TOTAL NET			\$ -			
TOTAL CHANGE ORDER % OF ORIGINAL CONTRACT						

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: _____

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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

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).

PRODUCER USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101 425 822-1368	CONTACT NAME: Lisa Gardiner PHONE (A/C, No, Ext): 206-304-6312 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: lisa.gardiner@usi.com																					
INSURED Construct Inc. 855 Trosper Rd SW #108-345 Tumwater, WA 98512	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Alaska National Insurance Company</td><td>38733</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></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 B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input checked="" type="checkbox"/> 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

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. 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	
	Total			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 26th, 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 its 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:

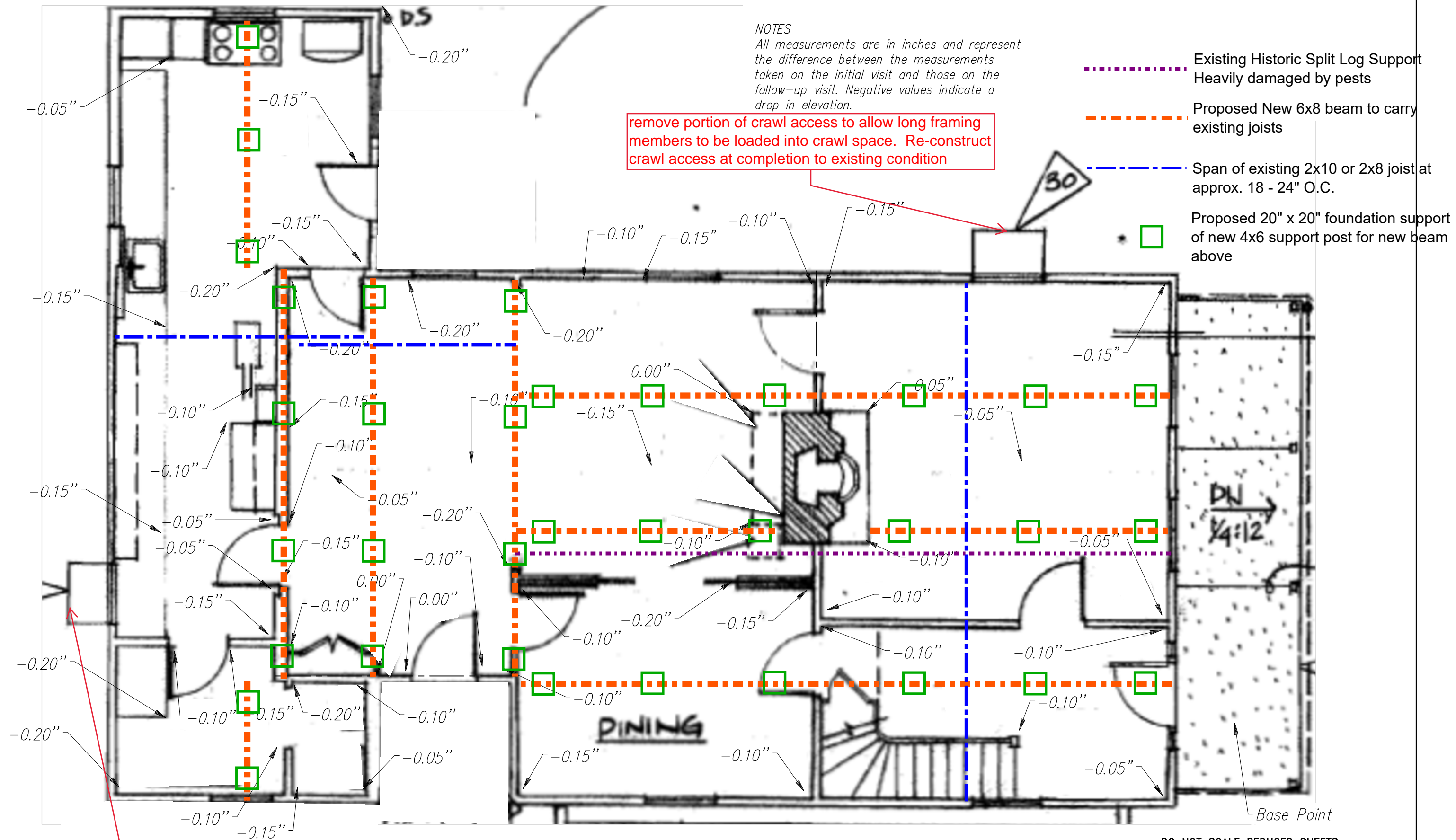
- | | |
|---|-------------------------|
| • Cleanout of crawl space and removal of existing deficient support beams, posts, foundations, etc. Including temporary shoring of existing structure for framing repairs required: | \$17,000 |
| • Excavation and Installation of new 20" isolated foundations throughout 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.



remove portion of crawl access to allow long framing members to be loaded into crawl space. Re-construct crawl access at completion to existing condition

PLAN CHECK		DATE				FEDERAL AID PROJECT NO.		SARGENT Sargent Engineers, Inc. 320 Ronlee Lane NW • Olympia, WA 98502 Tel. 360 867-9284 • Fax 360 867-9318	CITY OF TUMWATER FIRST FLOOR COMPARISON	CROSBY HOUSE ASSESSMENT THURSTON COUNTY, WA		SHEET S1.4 OF S1.5 SHEETS SEI REF NO. A19101.03
97	DED:	7/30/2021	DATE	NO.	REVISION	BY	C.R.P. NO.					

DO NOT SCALE REDUCED SHEETS

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	

TO: City Council
FROM: Jared Crews, Engineer
DATE: August 20, 2024
SUBJECT: Three Lakes Crossing Oversizing Agreement with Copper Ridge, LLC

1) Recommended Action:

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. This agreement was recommended for approval via consent calendar by the Public Works Committee at their July 18, 2024 meeting.

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.

3) Policy Support:

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

4) Alternatives:

☐ Do not approve the oversizing agreement.

5) Fiscal Notes:

The cost of proposal is \$47,632.00. Funding for oversizing agreements are included in the Water Capital Facilities Plan.

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: _____

Water Main Oversizing Agreement – Three Lakes Crossing
Page 4 of 4

TO: City Council

FROM: Brittaney McClanahan, Executive Assistant

DATE: August 20, 2024

SUBJECT: Advisory Board Appointments of Charlie Schneider to the Board of Parks and Recreation, Rob Paylor to the Historic Preservation Commission, and Gina Kotek, Malissa Paulsen and Cody Perez to the Planning Commission

1) Recommended Action:

Confirm Mayor Sullivan's appointment of Charlie Schneider to the Board of Parks and Recreation, Rob Paylor to the Historic Preservation Commission, and Gina Kotek, Malissa Paulsen and Cody Perez to the Planning Commission.

2) Background:

Charlie Schneider, Rob Paylor, Gina Kotek, Malissa Paulsen and Cody Perez have applied and interviewed to volunteer on their respective Commissions. Upon Council confirmation, Charlie Schneider will fill a vacant term on the Board of Parks and Recreation through June 1, 2026. Rob Paylor will fill a vacant term on the Historic Preservation Commission through October 31, 2024. Gina Kotek will fill a vacant term on the Planning Commission through November 1, 2026. Malissa Paulsen will fill a vacant term on the Planning Commission through November 1, 2026. Cody Perez will fill a vacant term on the Planning Commission through November 1, 2027.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses, and community organizations.

4) Alternatives:

- ☐ Approve the appointment(s)
 - ☐ Do not approve the appointment(s)
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Application and supplemental applicant information.

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: CHARLIE SCHNEIDER

Address: [REDACTED]

TUMWATER, WA 98501

Telephone: [REDACTED] Home) [REDACTED] (Cell)

N/A (Work)

Date: 1/8/2024 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE
NUMBER:

Barnes Lake Management District Steering Committee
Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:
Seven members; Mayoral appointment with Council
confirmation; three-year terms; active

Civil Service Commission:
Three members; Mayoral appointment; six-year terms; active

January 8, 2024

Honorable Mayor Debbie Sullivan
555 Israel Road SW.
Tumwater, WA. 98501

Dear Mayor Sullivan,

I'm writing you to express my interest in becoming a Tumwater Board Parks & Recreation Commissioner if and when a future position opens up. As you already know, I've been directly involved with The City of Tumwater's Parks & Recreation Department both as an Elected Official and through my volunteerism since Nancy and I moved here back in 2015. Having served previously as a Commissioner has given me an insight on what is expected and I look forward to having the opportunity to serve our community in this capacity once again if given the chance.

It's exciting to see our City's ongoing commitment in addressing the needs of maintaining our parks as well as addressing the future development of new parks and preserving additional open places to our community as we continue to grow as more families are calling Tumwater home and I would be honored to serve as Commissioner again.

Sincerely,

Charlie Schneider

Charlie Schneider

[REDACTED]
Tumwater, WA. 98501
[REDACTED]

January 8, 2024

Honorable Mayor Debbie Sullivan
555 Israel Road SW.
Tumwater, WA. 98501

Dear Mayor Sullivan,

Having served for over 23 years as a volunteer in various organizations has given me the opportunity to experience first hand what our community and the people that live in our community except from their city for a healthy and vibrant outdoor environment.

Volunteering with organizations such as Inner City Outings, an outreach program of the Sierra Club, which introduced kids to the outdoors, to my involvement with other outdoor groups such as Stream Team, Capitol Land Trust, Native Plant Salvage and other environmental groups has given me firsthand knowledge on what is needed to provide outdoor opportunities for our kids and their families.


Since Nancy and I decided to call Tumwater home, I've been actively engaged with our city in helping to maintain and improve the parks that our community so cherish. For example, for the past 3+ years I've been helping establish projects at Isabella Bush Park with the cooperation and involvement of Teacher Kristen Maring and the students from the Fresh Farm program.

I was also instrumental in getting a park built here in The Preserve at Tumwater Place by working with The Parks and Recreation Department and Director Chuck Denney and his staff and the neighborhood developers.

In closing, I would like to highlight the fact that I served on the Parks & Recreation Task Force as well as The Parks & Recreation Commission, having been elected as Vice-Chair before resigning after being elected to Tumwater City Council.

It goes without saying, I would appreciate you considering me for this position once there is an opening.

Sincerely,



Charlie Schneider

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Rob Paylor

Address: [REDACTED]

1 umwater, 98501

Telephone: (Home) _____

(Mobile) [REDACTED]

(Work) _____

Date: 15 May 24

Email: [REDACTED]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	_____
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	_____
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____ <u>1</u> _____
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	_____
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	_____
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____ <u>2</u> _____

Rob Paylor

Tumwater, WA 98501

15 May 2024

Honorable Debbie Sullivan, Mayor

City of Tumwater
555 Israel Road
Tumwater, WA 98501

Dear Mayor Sullivan:

I read today in the city's "Tumwater on Tap" newsletter that there were several positions available on various city commissions and advisory boards. I write today to express my interest in serving on Tumwater's Historic Preservation Commission.

I moved to Tumwater early last year from Hoquiam, where I was an owner of a 1924 building that sat in the city's Historic Preservation District. In applying for permits to solve persistent leaks throughout our 100 year old stucco-clad building, I was asked to present my plan to the Historic Preservation Committee. Because my plan at the time required "significant alteration" to the aesthetic look of the exterior of the building, my permit application was denied. Don't get me wrong, I loved the way the building looked, but I also was a small business owner without an unlimited budget, and the leaks had to be stopped. Interested in finding a balance between historical accuracy (my best quote to repair the stucco was \$100k) and financial solvency (one option was hideous metal siding for \$30k) I applied to join the committee.

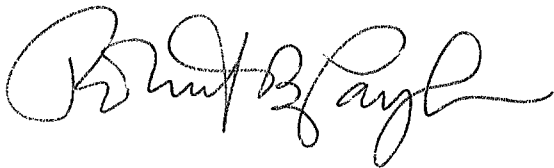
I was appointed to serve in 2019, and have enjoyed the last five years helping to shape what Hoquiam will look like in years to come. I'd like to think my votes in committee have reflected my passion for Hoquiam's history and historical buildings, with a nod to the financial constraints of small business owners. I'm very proud of a project that is currently restoring a 1920's era fraternal lodge in Hoquiam that our commission worked with to take full advantage of the special valuation incentives offered. I also just finished restoring a 1910 Foursquare in Hoquiam that I will now go through the special valuation process on.

On a personal note, I moved to Tumwater to live with my then-girlfriend early last year, who I proposed to in Brewery Park last April. We were married at our family's Thanksgiving celebration last November in the 1924 Hoquiam building that housed my brewery and restaurant. I sold my interest in the brewery this year, and have focused on growing my latest venture, a home repair and handyman business based in Tumwater. Together, Erin and I have 6 kids; Robbie 20, Audrey 17, Evy 12, Kai 10, and twins Scout and Sloan are 9.

Since moving to Tumwater I have enjoyed diving into our area's history. I toured Olympia's Bigelow house shortly after moving here, joined the historical society, and started volunteering with the crew that maintains the grounds there. I frequently attend the monthly historical talks given at the Schmidt House and have enjoyed those (and the house itself!) greatly. I often find myself chaperoning field trips or volunteering in the classroom at Peter G Schmidt elementary as well.

My family has led by example for generations, demonstrating to each successive generation that volunteering and giving back to the community that you live in is an important part of living there. I'd be thrilled with the opportunity to give back to my new community, with a seat on the Historical Preservation Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Paylor". The signature is fluid and cursive, with the first name "Rob" being more prominent and the last name "Paylor" following in a similar style.

Rob Paylor

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: **Gina Kotek**

Address: [REDACTED]
Tumwater, WA 98512

Telephone: (Home) [REDACTED]

(Mobile) [REDACTED]

(Work) [REDACTED]

Date: **05/20/2024**

Email: [REDACTED]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	_____
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	1 _____
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	_____
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	_____
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	2 _____
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____

To Whom It May Concern:

As a long-time resident of Tumwater, I have had the privilege of working, raising my children, and now, I am ready to give back to this wonderful community. Currently, I am actively serving on the Tumwater Chamber and the Tumwater Education Foundation. When I heard about the City of Tumwater's need for volunteers for their Boards, Commissions, and Committees, I was immediately interested. I believe this would be a valuable opportunity for me to further support and contribute to my local community.

I am eager and ready to give back to the Tumwater Area in any way I can. I am deeply committed to this community and am excited about the opportunity to make a difference. Thank you for considering my application.

Gina R. Kotek

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: **Malissa Paulsen**

Address: **Tumwater, WA 98501**

Telephone: (Home) **N/A**

(Mobile)

(Work)

Date: **5/29/2024**

Email:

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	_____
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	_____
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	1 _____
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	_____
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	2 _____
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____

MALISSA PAULSEN



Skills

- Jurisdictional Planning
- Comprehensive Plan Updates
- Housing Action Plan and Housing Needs Assessment
- State Environmental Protection Act (SEPA) Regulation
- Evergreen Sustainable Development Standard Protocol and Regulation
- Scheduling and Office Staffing
- Customer Service
- Staff Development/Training
- Flood Damage Prevention/ Floodplain Management

CERTIFICATIONS

- Geographic Information Systems
December 2020

EXPERIENCE

- City of Chehalis, Chehalis, WA
Interim Community Development Manager | January 2024 to Current
- City of Chehalis, Chehalis, WA
Planner | September 2023 to January 2024
- SCJ Alliance, Lacey, WA
Planner | July 2022 to September 2023
- Homes First, Lacey, WA (Volunteer)
Evergreen Coordinator | August 2022 to August 2023
- Mason County Community Development, Shelton, WA
Water & Permit Planner | October 2021 to June 2022
- WA ST Department of Health, Tumwater, WA (Temporary)
Permit Technician | December 2019 to October 2020
- State Farm Insurance, Dupont, WA
Total Loss Claims Associate | February 2019 to March 2021
- Petsense, Ellensburg, WA
Assistant/Store Manager | October 2017 to June 2018
(Graduated/Moved)
- Petco, Multiple Locations, WA
Department Manager | November 2010 to December 2015

EDUCATION

- B.S. in Urban Planning and Sustainability*
Arizona State University, Tempe, AZ | December 2020
- B.S. in Environmental Studies, Policy*
Central Washington University, Ellensburg, WA | June 2018

Mayor Debbie Sullivan
Office of the Mayor
Tumwater City Hall
555 Israel Road
Tumwater, WA 98501



Dear Mayor Sullivan,

I am writing to express my keen interest in serving on the Historic Preservation Commission or Planning Commission of our esteemed city. With a background as a City Planner and a fervent dedication to the preservation of our city's rich history, I am eager to contribute to the vital work of either of these commissions.

Throughout my career as a City Planner, I have had the privilege of collaborating closely with our City's Historic Preservation Commission. This experience has deepened my appreciation for the importance of preserving our cultural heritage while simultaneously facilitating responsible development and growth. I have witnessed firsthand the delicate balance required to honor the past while embracing the present and planning for the future.

My educational background in urban planning, coupled with practical experience in zoning regulations and land use planning, has equipped me with a comprehensive understanding of the complexities involved in historic preservation and urban development. I am well-versed in conducting historical research, analyzing architectural significance, and drafting preservation ordinances that strike a harmonious balance between conservation and progress.

As a member of the Historic Preservation Commission or Planning Commission, I am committed to upholding the integrity of our city's historic resources while advocating for sustainable development practices. I am excited about the prospect of contributing my expertise and passion to inform decision-making processes that shape the future of our city.

Thank you for considering my application. I am eager to bring my skills and dedication to the Historic Preservation Commission or Planning Commission and contribute to the continued success and vibrancy of our city.

Sincerely,


Malissa Paulsen

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: CODY CAMACHO PEREZ

Address: [REDACTED]

TUMWATER, WA 98512

Telephone: (Home) N/A (Mobile) [REDACTED]

(Work) N/A

Date: 5/20/2024 Email: [REDACTED]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	<u>7</u>
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>4</u>
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	<u>2</u>
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>3</u>
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	<u>5</u>
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	<u>1</u>
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>6</u>

Cody Perez

Parts Sales Support Manager

Contact

[REDACTED]
Turnwater, WA 98512
[REDACTED]

Dear Mayor,

I am excited to apply for one of the open boards, commissions, and committees' positions. I understand there are 10 open positions, and I would love the opportunity to support my community by filling one of them. Below is a brief overview of some of the skills I bring to the table...

- 18 years of experience in the transportation industry
- Associates in Diesel and Industrial Technologies
- Some IT experience and schooling from CWU in Cyber Security
- Manager for a class 8 trucking dealership. Responsible for pricing management for our 38 locations across the SW United States as well as B.C, Saskatchewan, and Manitoba. Additional responsibilities include data analytics, marketing, volunteer work, and business system troubleshooting.

In my current position I am fortunate to be able to work with all walks of life. Truckers are a transient group of workers which really give you an opportunity to see what's needed across this state and nation. Having stores in Canada also give me visibility to the needs of our brothers and sisters to the North. Being able to interpret our customer's needs is what I think will make me a valuable resource for your team.

Most importantly, I am a true believer in giving back to my community. My wife and I have four kids, three of which are still young enough to live with us here in Turnwater. I would like to help keep their community great while also showing them what it takes to do so. If given the opportunity, I would not let you down.

Sincerely,

Cody Perez

[REDACTED]

PROFILE

A professional data acquisition specialist with the desire, knowledge, and skills required for accurate data collection. Also knowledgeable in administrative tasks such as budgeting, scheduling, and monthly cost projections.

EDUCATION**Central Washington University (Junior Year)**

Currently on track for my B.A.S. in Cyber Security and Administrative Management

Universal Technical Institute (UTI) - June 2006

Associate of Occupational Studies Degree in Diesel and Industrial Technology
Training included 1,350 hours in the following subjects:

- Automotive Engines and Repair
- Brakes
- Climate Control
- Truck Brakes and Chassis
- Diesel Engines
- Diesel Fuel Systems
- Diesel Engine Accessories
- Electronic Fundamentals
- Hydraulic Applications
- Truck Power Trains
- Electronic Technology
- Transport Refrigeration
- Truck Preventive Maintenance
- Automotive Undercar
- Electronic Diagnostics

EXPERIENCE**Parts Sales Support Manager - Inland Truck and Equipment - July 2018 - present**

- Manage pricing for a 1-billion-dollar organization.
- Providing month analytics showing sale data, potential sales opportunities, and commissions.
- Create competitions for the sales staff to promote sales or move aging inventory.
- Business system resource by trouble shooting issues as they are reported.

Metrology Team Lead - IMAC/PACCAR - September 2008 - June 2018

- Track PACCAR's test equipment ensuring all preventative maintenance is current.
- Create monthly reports showing equipment usage and projecting external calibration.
- Manage the metrology department's budget and work order scheduling.
- Lead purchaser for Metrology lab equipment. Responsibilities include identifying equipment that meets accuracy requirements, operates in the range needed for test and performs within the ranges specified.
- Help test PACCAR's connected truck program and the fleet portal.
- Lead data acquisition specialist for impact testing of plastics, metal, silicone, etc.
- Knowledgeable on PACCAR's equipment calibration schedules and the importance of ensuring we are ISO compliant.
- Managed Metrology Labs QMS documents by reviewing documents yearly.

CODY C PEREZ

306 B ST SW Tumwater, WA 98512 • (480) 416-6520 • Cody.Perez01@gmail.com

creating new work instructions, and providing training as needed.

Technician • Western Peterbilt Inc. • September 2006 – April 2008

- Managed parts inventory
- Perform oil changes on trucks
- Replaced wheel seals
- Removed and installed brakes
- Performed road calls

SKILLS

- High level of technical competence
- Meets responsibilities promptly
- Personable and professional with potential customers and colleagues
- Excellent time management skills
- Effective problem solver
- Maximizes organizational productivity
- Meticulous attention to detail

TO: City Council
 FROM: Alyssa Jones Wood, Sustainability Coordinator
 DATE: August 20, 2024
 SUBJECT: Urban & Community Forest Grant Acceptance Agreement with River Network

1) Recommended Action:

Authorize the Mayor to sign the Subaward Agreement with River Network for the City of Tumwater Urban Forestry Capacity and Equity Project. The Public Works Committee recommended this agreement for Council consideration at their July 18, 2024 meeting.

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.

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%).

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 a 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. 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. 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
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.

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. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 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:

Cooperator Program Contact	Cooperator Administrative Contact
Diana Toledo 5398 Manhattan Cir STE P3 Boulder, CO 80303 Telephone: (720) 930-4810 Email: dtoledo@rivernetwork.org	Barbara Long 5398 Manhattan Cir STE P3 Boulder, CO 80303 Telephone: (720) 465-6962 Email: blong@rivernetwork.org

Principal Forest Service Contacts:

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

- 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.
- 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): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Robert Seemann Robert.seemann@usda.gov

- 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'

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'

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'

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 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.*

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.

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 acknowledgment 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.**

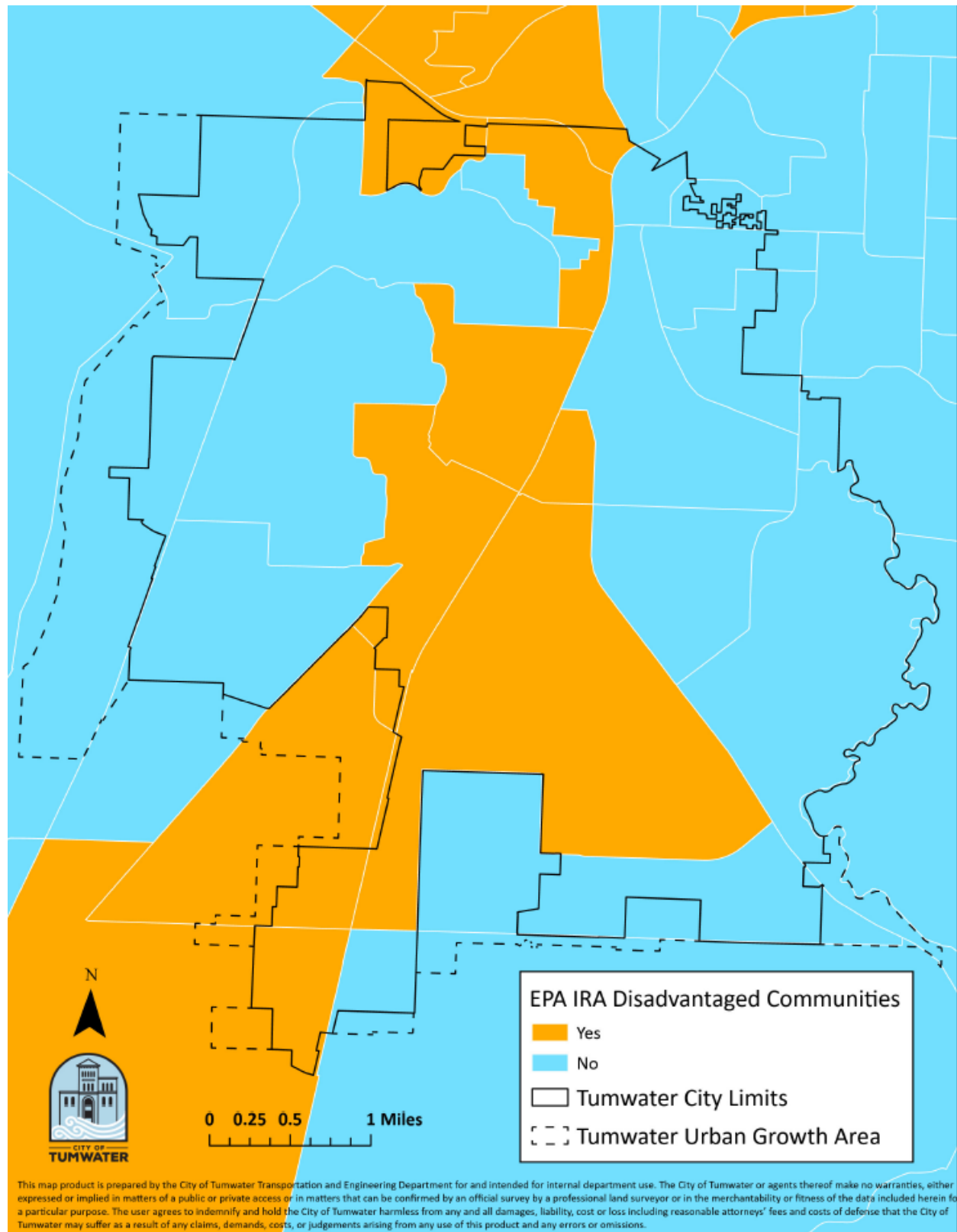
Primary applicants receiving cost-match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass through the cost match waiver to sub-awardees performing the work.

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	
Total Direct Costs:	\$333,301.75	\$0.00		\$333,301.75	
Indirect Cost:				\$0.00	
Total Project Cost:	\$333,301.75	\$0.00		\$333,301.75	

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.

$\$89,328 \text{ per year} \times 37.7\% = \$33,677 \text{ per year total benefits}$

$\$33,677 \times 3 \text{ years} = \$101,031$

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.us6. 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 DATA11. 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

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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
PROCUREMENT STANDARDS	
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? www.sam.gov	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
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
SUBRECIPIENT MANAGEMENT	
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
INDIRECT COSTS	
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
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	
Title:	



USDA Forest Service

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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 & 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.

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%