



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, November 06, 2025
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, October 23, 2025
- [4.](#) Land License with EarthScope Consortium, Inc for GPS Station at Tumwater Hill Park (Parks & Recreation Department)
- [5.](#) Supplemental Agreement with SCJ Alliance for the 1-5 & SR 121-93rd Ave SE Interchange Improvements Study project Amendment No. 1 (Transportation & Engineering Department)
- [6.](#) Service Provider Agreement with Sargent Engineers for On-Call Engineering Services Amendment No. 1 (Transportation & Engineering Department)
- [7.](#) Service Provider Agreement with Stantec for the Pioneer Park Restoration Project Amendment 4 (Water Resources & Sustainability Department)
8. Additional Items
9. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/89081356941?pwd=GDOLsqitY21ilzzveJu6GWtrXpagSu.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 890 8135 6941 and Passcode 284223.

Public Comment

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

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater->

wa.municodemeetings.com.

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's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@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.

MEETING MINUTES

TUMWATER PUBLIC WORKS COMMITTEE
OCTOBER 23, 2025



CONVENE: 8:01 a.m.

PRESENT: Chair Eileen Swarthout and Councilmember Michael Althausen

Excused: Councilmember Angela Jefferson

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Transportation and Engineering Department Director Brandon Hicks, Water Resources & Sustainability Department Director Dan Smith, Sustainability Manager Alyssa Jones Wood, Water Resources & Sustainability Deputy Director Tyle Zuchowski, City Engineer Bill Lindauer, Community Engagement Specialist Marnie McGrath, Transportation & Engineering Department Assistant Director Jeff Cook, and Administrative Assistant Bonnie Hale

APPROVAL OF MINUTES: Councilmember Swarthout moved, seconded by Councilmember Althausen to approve the minutes of October 9, 2025. A voice vote approved the motion.

INTERLOCAL AGREEMENT WITH THURSTON COUNTY AND THE CITIES OF OLYMPIA AND LACEY FOR THE THURSTON CLIMATE MITIGATION COLLABORATIVE: Manager Jones Wood presented an Interlocal Agreement that would act as a replacement for the previous agreement for the Thurston Climate Mitigation Collaborative. Changes to this agreement are meant to better streamline administrative requirements to leave more time for the implementation of initiatives by the collaborative.

MOTION: Councilmember Althaus moved, seconded by Councilmember Swarthout to place the Interlocal Agreement with Thurston County and the cities of Olympia and Lacey on the November 3, 2025, consideration agenda with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

RESOLUTION NO. R2025-016, SMALL WORKS ROSTER: Director Smith presented Resolution No. R2025-016, regarding changes to the MRSC Small Works Roster which requires the City to repeal RCW 39.04.155 and replace it with RCW 39.04.151 to reflect those changes. The City uses the MRSC Small Works Roster for the selection of contactors for small public works projects.

MOTION: Councilmember Althaus moved, seconded by Councilmember Swarthout to place Resolution No. R2025-016, Small Works Roster on the November 3, 2025, City Council consent calendar with a recommendation to adopt.

INTERLOCAL AGREEMENT WITH LOTT CLEAN WATER ALLIANCE FOR THE CLASS A+ RECLAIMED WATER DEMONSTRATION PILOT: Director Smith outlined a pilot project the City plans to do with LOTT Clean Water Alliance to demonstrate viability of using reclaimed water as a potable water resource in an effort to continue the region's water conservation initiatives. The demonstration will showcase the way reclaimed water is currently being used and how water is treated to bring it to an A+ potable water standard.

MOTION: Councilmember Swarthout moved, seconded by Councilmember Althaus to place the Interlocal Agreement with LOTT Clean Water Alliance on the November 3, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

ADJOURNMENT: With there being no further business, Chair Swarthout adjourned the meeting at 8:44am.

Prepared by Bonnie Hale, Administrative Assistant

TO: Public Works Committee
FROM: Chuck Denney, Parks and Recreation Director
DATE: November 6, 2025
SUBJECT: Land License with EarthScope Consortium, Inc for GPS Station at Tumwater Hill Park

1) Recommended Action:

Place the Land License with EarthScope Consortium, Inc for GPS Station at Tumwater Hill Park on the November 18, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

A Geodetic Monitoring Station was installed at Tumwater Hill Park by the US Geological Survey (USGS) after the 2007 earthquake. Drilled into the bedrock at the top of Tumwater Hill, it's not a seismograph, but measures movement and shifts mainly between earthquake events.

The current land license for this station has expired and this new lease will provide for continued operation of the station through September 2035.

3) Policy Support:

Evaluate and promote City programs to reduce risk to life and property throughout our community.

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

4) Alternatives:

- ☐ Approve Land License
 - ☐ Do not approve/request removal
-

5) Fiscal Notes:

This is a no cost lease and presents no expenses to City operations.

6) Attachments:

A. License Agreement

NOTA Site: TWHL
 NOTA Representative(s):
 Hall
 NOTA Region: NW



EarthScope
 Consortium

Contact Name: Chuck Denney
 City of Tumwater
 Mailing Address:
 821 Airport Ct
 Tumwater, WA 98501
 Phone: (360)754-4160
 Alt Phone: (360)239-6314
 Email: CDenney@ci.tumwater.wa.us

Geodetic Monitoring Station Land Use License Agreement

THIS Geodetic Monitoring Station Land Use License Agreement (hereinafter “License”), is entered into as of October 29, 2025, by and between City of Tumwater, together with its successors and assigns (hereinafter “Licensor” or “City”), and **EarthScope Consortium, Inc., a Delaware Nonprofit Nonstock Corporation, together with its successors, and assigns** (hereinafter “Licensee” or “EarthScope”), for the purpose to install, operate, maintain, and service Global Navigation Satellite System (GNSS) monuments, Global Positioning System (GPS) monuments, and other related earth monitoring instrumentation which measure ground shifts caused by earthquakes and slow fault slip between earthquakes at the location specified below and in attached Exhibit A:

County: Thurston	City: Tumwater	State: WA	Address: Tumwater Hill Park, just east of the Tumwater Hill Elementary School
Latitude: 47.015905	Longitude: -122-922875	Description: GPS Station	

IT IS HEREBY AGREED AS FOLLOWS:

1. This License is valid for a period of 10 years, commencing on the 25th of September, 2025, and shall expire on the 24th of September, 2035. If Licensee is in good standing with Licensor at the expiration of the initial License period and the License has not been terminated, the License may be renewed for two consecutive five (5) year terms upon mutual agreement of the parties. The Licensor reserves the right to terminate this License at any time, with or without cause, upon submitting written notice to the Licensee. The termination will take effect thirty (30) days from the date Licensee receives the written notice from Licensor. In the event Licensor terminates this License, Licensee will have sixty (60) days from the termination date, or ninety (90) days from the day Licensor submits written notice to Licensee, to remove all of Licensee’s equipment from Licensor’s property.
2. Licensee shall give Licensor a sixty (60) day written notice prior to any assignment of this License. Licensee shall also provide Licensor with a copy of any such assignment.
3. The Licensee will notify the Licensor at least seven (7) days prior to the day of installation of any mutually agreed upon equipment described in Exhibit A. Any modifications or additions to the equipment described in Exhibit A must be approved in writing by the City prior to installation. The Licensee will give the Licensor reasonable notification prior to entry for any maintenance visits, if such visits are required.
4. The Licensee accepts the premises in an “as is” condition and, upon completion of the License, Licensee agrees to restore the premises as reasonably as possible to the condition at the start of the License.
5. The Licensee agrees to maintain the premises in a safe manner.
6. The Licensee shall install and maintain the GNSS/GPS monument, instruments, and ancillary equipment on the lands of the Licensor with reasonable diligence and precaution to avoid damage to the land, property, or personnel.
7. Licensee shall indemnify, defend, hold harmless, and release the City from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind relating to or arising from any act of commission or omission by itself, its agents, employees, or authorized representatives, or related to or arising from the exercise of the rights or privileges granted by this License. The Licensor will not be held responsible for loss of, or damage to, any of Licensee’s equipment on the property.
8. The Licensor has the right and authority to enter into this License.

9. The Licenser shall give reasonable notice to Licensee of any intent to sell the property, or portion thereof, where the GPS monument is located.

10. Emergency twenty-four (24) hour contact number(s) must be provided and/or displayed on Licensee's equipment. The contact for emergencies is: 1-866-381-7507 or 303-381-7559 for any questions, comments, concerns, or inquiries related to this License.

11. The laws of the State of Washington shall govern any action arising out of or relating to this License.

12. This License constitutes the entire agreement between Licenser and Licensee. No oral agreements, licenses, warranties, representations, licenses, permits, or promises have been entered into, and all modifications or notices shall be in writing and mutually agreed upon to be valid. This License voids and replaces any and all prior written agreements between Licenser and Licensee. These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

EARTHSOPE:

CITY:

Signature

Date

James Downing
Sr. Contracts and Permitting Manager

Signature

Date

Name: _____
Title: _____

TO: Public Works Committee
FROM: Joseph Norman, Senior Engineer
DATE: November 6, 2025
SUBJECT: Supplemental Agreement with SCJ Alliance for the 1-5 & SR 121-93rd Ave SE Interchange Improvements Study project Amendment No. 1

1) Recommended Action:

Place the Supplemental Agreement No. 1 with SCJ Alliance for the 1-5 & SR 121-93rd Ave SE Interchange Improvements Study project on the November 18, 2025 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City has an existing agreement with SCJ Alliance to perform a corridor study for corridor improvements on 93rd Avenue near I-5 Exit 99.

One of the traffic engineers from SCJ left the firm. SCJ wishes to retain him as a subconsultant on the project. The supplement presents a zero-cost change to the original agreement.

3) Policy Support:

Create and Maintain a Transportation System Safe for All Modes of Travel – Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

☐ Do not sign the supplemental agreement

5) Fiscal Notes:

There are no fiscal impacts of the supplement.

6) Attachments:

A. Supplemental Agreement No. 1

ATTACHMENT A - SUPPLEMENTAL AGREEMENT



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address Shea Carr & Jewell, Inc. 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Original Agreement Number LA-10735			
Project Number STBGUM-1325(009)	Execution Date	Completion Date 12/31/26	
Project Title I-5 & SR 121-93rd Ave SE Interchange Improvements Study	New Maximum Amount Payable \$222,597.49		
Description of Work No change - continuation of design services. Transition of work from prime to sub. Addition of ANTE Table LAG rates.			

The Local Agency of City of Tumwater

desires to supplement the agreement entered in to with Shea Carr & Jewell, Inc.

and executed on 9/8/25 and identified as Agreement No. LA-10735

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change - continuation of design services. Transition of work from prime to sub. Addition of ANTE Table LAG rates.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

III

Section V, PAYMENT, shall be amended as follows:

No cost change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Patrick Holm

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	-	-	-
Overhead (Including Payroll Additives)	-	-	-
Direct Non-Salary Costs	-	-	-
Fixed Fee	-	-	-
Total	\$222,597.49	\$0	\$222,597.49

93rd Avenue Corridor Study (Lathrop Industrial Drive to Kimmie Street)

Scope of Services

Phase 9 – GVC Transportation Solutions

Task 1: Project Administration

- Project management including setup, billings, and progress reports on a monthly basis.
- Project kick-off meeting to discuss project goals/objectives, methods, data needs, roles and responsibilities and schedule/key milestones.
- Meeting with City staff to identify public engagement strategy. This will include:
 - Identifying key stakeholders, which could include:
 - WSDOT
 - Thurston County
 - Intercity Transit
 - Local Business Owners
 - Determine level of desired public engagement. This could include:
 - Online survey to collect existing concerns and priorities for the corridor.
 - Online materials to describe improvement alternatives.
 - One or more in-person open houses to collect feedback and/or present information.
- Coordinate public engagement strategy with project schedule to ensure timely presentation of information.
- Monthly project manager check-ins. It is assumed that the project will be completed over a twelve-month period so twelve project manager check-ins are assumed. Check-ins will be held with the City's project manager and meetings will be held over the phone or virtually.
- Project team meetings. It is assumed that up to four team meetings will be held with City staff.

Deliverables:

- Monthly invoice and progress report.
- Attendance at meetings including up to four project check-in meetings and up to four project team meetings.

Task 2: Public Engagement

- Participate in public meetings to provide support for technical discussions.

Deliverables:

- Meeting graphics and materials as needed.

Task 3: Data Collection

- Coordinate with City staff on available turning movement volume data and supplement with data collection. Overall, the following locations would be collected during the AM and PM peak periods, pending available data:
 - 93rd Avenue at Lathrop Industrial Road
 - 93rd Avenue at I-5 SB Ramps
 - 93rd Avenue at I-5 NB Ramps
 - 93rd Avenue at Pilot Driveway
 - 93rd Avenue at West Ace Hardway Driveway
 - 93rd Avenue at East Ace Hardway Driveway
 - 93rd Avenue at Kimmie Street
- Collect the most recent five-year crash data. sort and identify key problems with severity and bicycle/pedestrian crashes.
- Collect any approved development traffic studies that would add traffic to the study corridor and coordinate with City staff on any additional development activity that may be in process.
- Coordinate with TRPC to collect:
 - Existing 2018 travel demand model volumes for AM and PM peak hours
 - Future 2045 travel demand model volumes for AM and PM peak hours
 - Land use growth by TAZ for the surrounding area influencing the study corridor
- Collect/verify the specific intersection and corridor channelization, control, and pedestrian facilities.

Deliverables:

- Existing traffic data and TRPC model data.

Task 4: Develop Alternatives

Subtask 4.1 Existing and Future Baseline Operations and Safety Analysis

- Work with City staff to identify short- and long-term volume horizons. It is assumed that two volume horizons would be evaluated.
- Evaluate short-term volume growth based on approved projects and in-process development efforts.
- Review TRPC land use growth assumptions in the immediate area to determine if they account for the approved developments and include additional long-term growth potential.
- Prepare baseline AM and PM peak hour traffic volume forecasts for the short-term and long-term horizons.
- Work with City staff to identify a sensitivity scenario or scenarios that include additional growth potential on the corridor.

- Perform existing conditions intersection operational analysis for each study location. This analysis will include an evaluation of delay, volume/capacity ratios, and 95th percentile queues. The following intersections will be studied:
 - 93rd Avenue at Lathrop Industrial Road
 - 93rd Avenue at I-5 SB Ramps
 - 93rd Avenue at I-5 NB Ramps
 - 93rd Avenue at Pilot Driveway
 - 93rd Avenue at Kimmie Street
- Evaluate key problems with crash severity, type, and bicycle/pedestrian crashes.
- Evaluate existing sidewalk and bicycle facilities and review peak period pedestrian and bicycle volumes.
- Perform baseline long-term horizon analysis for each study intersection for AM and PM peak hour conditions.
- Prepare Baseline Conditions Memo, describing the existing study corridor, existing and future traffic flows, existing and future roadway operations and safety analysis, and potential traffic operational and safety improvement strategies. Include figures, tables, and other exhibits as necessary to support the analysis and conclusions.

Task 4.2 Identify Initial List of Potential Alternatives

- Work with team to identify potential improvements that would accommodate the long-term forecast volumes. Improvements could include:
 - Roundabout control at all study locations
 - Additional travel lanes on 93rd Avenue, including across I-5
 - Median control along the study corridor, limiting driveway access to right turns
 - Traffic signal coordination
- Support the creation of conceptual graphics for each potential corridor alternative and/or each potential individual improvement, illustrating preferred alignment, cross sections, and intersection control.
- Meet with City staff and the stakeholder team to finalize corridor alternatives to carry into analysis and to identify evaluation criteria.

Deliverables:

- Draft and Final Traffic Analysis Baseline Conditions Memo.
- Meeting materials to support the identification of potential alternatives.

Task 5: Conduct Alternatives Evaluation

Subtask 5.1 Traffic Operations and Safety Analysis

- Conduct and document initial operations for each alternative. Evaluate delay, volume-to-capacity ratio, and 95th percentile queue.

- Evaluate the safety benefits of each alternative using CMF factors and other similar documentation on safety benefits that address the predominate crash types and the safety benefits attributable to each alternative.
- Evaluate pedestrian and bicycle improvements based on desired facilities identified by City staff and an assessment of gaps and connectivity needs.

Subtask 5.2 Complete Alternatives Evaluation

- Prepare summary of preliminary screening for traffic evaluations.
- Meet with City to review initial analysis results and identify a preferred alternative to carry forward for further analysis and design.

Deliverables:

- Summary of traffic evaluations.

Phase 6: Prepare Project Report

- Prepare summary traffic operations and safety analysis.
- Support preparation of overall draft report of the study corridor evaluation process
- Incorporate comments and prepare a final project report.

Deliverables:

- Draft and final project traffic operations and safety analysis summary.

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 01	Project Administration				
Subtask 01	Project Administration				\$ 3,462.50
1	Project Management	4.0		4.0	\$ 585.00
2	Project Kick-off meeting	2.0		2.0	\$ 292.50
3	Identify public engagement strategy				\$ -
4	Coordinate public engagement plan with project schedule				\$ -
5	Monthly project manager check-ins. This assumes 12 check ins	8.0		8.0	\$ 1,170.00
6	Projct team meetings. This assumes four meetings	8.0	2.0	10.0	\$ 1,415.00
Subtotal Hours:		22.0	2.0	24.0	\$ 3,462.50
Total Phase Hours:		22.0	2.0	24.0	24.0
Total Phase Direct Labor:		\$1,287.00	\$98.00	\$1,385.00	\$ 3,462.50

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 02 Public Engagement					
Subtask 01 Public Engagement					\$ 2,047.50
1	Coordinate stakeholder meetings. Four meetings are assumed	8.0		8.0	\$ 1,170.00
2	Prepare online materials to communicate project status with the general public				\$ -
3	If needed, prepare online survey				\$ -
4	If needed, coordinate a public open house	6.0		6.0	\$ 877.50
Subtotal Hours:		14.0		14.0	\$ 2,047.50
Total Phase Hours:		14.0		14.0	\$ 14.0
Total Phase Direct Labor:		\$819.00		\$819.00	\$ 2,047.50

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 03 Data Collection					
Subtask 01 Traffic and Safety Data Collection					\$ 1,588.75
1	Collect AM and PM traffic volume data. This assumes up to seven count locations		2.0	2.0	\$ 245.00
2	Collect most recent five years of crash data		2.0	2.0	\$ 245.00
3	Coordinate with City on data for pipeline development projects	2.0		2.0	\$ 292.50
4	Coordinate with TRPC on existing and future model volume data and future land use growth	3.0		3.0	\$ 438.75
5	Collect/verify existing channelization and control		3.0	3.0	\$ 367.50
Subtotal Hours:		5.0	7.0	12.0	\$ 1,588.75
Total Phase Hours:		5.0	7.0	12.0	\$ 12.0
Total Phase Direct Labor:		\$292.50	\$343.00	\$635.50	\$ 1,588.75

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 04 Develop Alternatives					
Subtask 01 Existing and Baseline Traffic and Safety Analysis					\$7,141.25
1	With with City to identify short and long term horizon years. This assumes two horizon years	1.0		1.0	\$146.25
2	Evaluate short term growth using pipeline projects	1.0	2.0	3.0	\$391.25
3	Evaluate long term growth using TRPC model data	1.0	4.0	5.0	\$636.25
4	Prepare AM and PM volume forecasts		2.0	2.0	\$245.00
5	Work with the City on a land use sensitivity scenario	2.0	2.0	4.0	\$537.50
6	Perform existing conditions operational analysis. This assumes five intersections	2.0	6.0	8.0	\$1,027.50
7	Evaluate crash data for key issues	2.0	4.0	6.0	\$782.50
8	Evaluate pedestrian and bicycle facilities		2.0	2.0	\$245.00
9	Perform baseline long-term operatoinal analysis		4.0	4.0	\$490.00
10	Prepare baseline conditions memo	8.0	12.0	20.0	\$2,640.00
Subtotal Hours:		17.0	38.0	55.0	\$7,141.25
Subtask 02 Identify Initial List of Alternatives					\$2,442.50
1	Identify potential improvements for the corridor	6.0		6.0	\$877.50
2	Prepare conceptual graphics for each alternative and/or improvement	2.0	8.0	10.0	\$1,272.50
3	Meet with City to review potential alternatives and finalize alternative list	2.0		2.0	\$292.50
Subtotal Hours:		10.0	8.0	18.0	\$2,442.50
Total Phase Hours:		27.0	46.0	73.0	\$73.0
Total Phase Direct Labor:		\$1,579.50	\$2,254.00	\$3,833.50	\$9,583.75

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

Template Version:

8/26/2024

Contract Type:

LAG Contract

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 05 Conduct Alternatives Evaluation					
Subtask 01 Traffic Operations and Safety Analysis					\$ 2,837.50
1	Conduct initial operations analysis for each alternative	4.0	12.0	16.0	\$ 2,055.00
2	Evaluate the safety benefits for each alternative	1.0	2.0	3.0	\$ 391.25
3	Evaluate pedestrian and bicycle modes for each alternative	1.0	2.0	3.0	\$ 391.25
Subtotal Hours:		6.0	16.0	22.0	\$ 2,837.50
Subtask 02 Complete Alternatives Evaluation					\$ 1,755.00
1	Prepare summary of preliminary analysis of each alternative	8.0		8.0	\$ 1,170.00
2	Meet with city to review analysis results	4.0		4.0	\$ 585.00
Subtotal Hours:		12.0		12.0	\$ 1,755.00
Total Phase Hours:		18.0	16.0	34.0	\$ 34.0
Total Phase Direct Labor:		\$1,053.00	\$784.00	\$1,837.00	\$ 4,592.50

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

Template Version:

8/26/2024

Contract Type:

LAG Contract

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 06 Prepare Project Report					
Subtask 01 Prepare Project Report					\$ 4,300.00
1	Incorporate disciple and existing conditions summaries into final report	6.0		6.0	\$ 877.50
2	Summarize all public outreach efforts				\$ -
3	Prepare draft report	8.0	16.0	24.0	\$ 3,130.00
4	Incorporate city comments and prepare final report	2.0		2.0	\$ 292.50
Subtotal Hours:		16.0	16.0	32.0	\$ 4,300.00
Total Phase Hours:		16.0	16.0	32.0	\$ 32.0
Total Phase Direct Labor:		\$936.00	\$784.00	\$1,720.00	\$ 4,300.00
Total Hours All Phases		102.0	87.0	189.0	189.0
Total Direct Labor Estimate All Phases		\$5,967.00	\$4,263.00	\$10,230.00	\$ 25,575.00

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 01 Project Administration													
Task 01	Project Administration												\$ 21,353.28
1	Project Management	16.0		8.0							8.0	32.0	\$ 5,347.27
2	Project Kick-off meeting	3.0	2.0	2.0		2.0	2.0			2.0		13.0	\$ 2,811.43
3	Identify public engagement strategy	12.0		4.0								16.0	\$ 2,875.19
4	Coordinate public engagement plan with project schedule	4.0										4.0	\$ 663.57
5	Monthly project manager check-ins. This assumes 12 check ins	12.0										12.0	\$ 1,990.71
6	Project team meetings. This assumes four meetings	12.0		12.0	4.0		8.0			4.0		40.0	\$ 7,665.10
Subtotal Hours:		59.0	2.0	26.0	4.0	2.0	10.0			6.0	8.0	117.0	\$ 21,353.28
Total Phase Hours:		59.0	2.0	26.0	4.0	2.0	10.0			6.0	8.0	117.0	117.0
Total Phase Direct Labor:		\$3,200.57	\$201.96	\$1,879.96	\$181.56	\$154.30	\$737.10			\$324.92	\$302.16	\$6,982.53	\$ 21,353.28 \$17,890.78
PHASE 02 Public Engagement													
Task 01	Public Engagement												\$ 23,117.31
1	Coordinate stakeholder meetings. Four meetings are assumed	16.0	4.0	12.0			8.0			8.0		48.0	\$ 9,671.10
2	Prepare online materials to communicate project status with the general public	2.0			2.0				12.0			16.0	\$ 2,265.91
3	If needed, prepare online survey	2.0							16.0			18.0	\$ 2,540.47
4	If needed, coordinate a public open house	12.0		8.0	4.0		4.0		20.0	4.0		52.0	\$ 8,639.83
Subtotal Hours:		32.0	4.0	20.0	6.0		12.0		48.0	12.0		134.0	\$ 23,117.31
Total Phase Hours:		32.0	4.0	20.0	6.0		12.0		48.0	12.0		134.0	\$ 134.0
Total Phase Direct Labor:		\$1,735.90	\$403.92	\$1,446.12	\$272.34		\$884.52		\$2,166.72	\$649.85		\$7,559.37	\$ 23,117.31 \$21,069.81

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 03 Data Collection													
Task 01	Traffic and Safety Data Collection												\$ 1,801.11
1	Collect AM and PM traffic volume data. This assumes up to seven count locations				2.0							2.0	\$ 277.61
2	Collect most recent five years of crash data				2.0							2.0	\$ 277.61
3	Coordinate with City on data for pipeline development projects	2.0										2.0	\$ 331.79
4	Coordinate with TRPC on existing and future model volume data and future land use growth	3.0										3.0	\$ 497.68
5	Collect/verify existing channelization and control				3.0							3.0	\$ 416.42
Subtotal Hours:		5.0			7.0							12.0	\$ 1,801.11
Task 02	Environmental Data (See Phase 7)												\$ -
1	See Phase 7												\$ -
Subtotal Hours:													\$ -
Task 03	Preliminary Design Data Colleciton												\$ 4,416.84
1	Download Thurston County data for parcels and contours									4.0		4.0	\$ 662.43
2	Locte and download aerals of the corridor									4.0		4.0	\$ 662.43
3	Collect existing survey data									4.0		4.0	\$ 662.43
4	Collect existing As-Builts for the 93rd Avenue bridge									4.0		4.0	\$ 662.43
5	Creat base maps			2.0						8.0		10.0	\$ 1,767.10
Subtotal Hours:				2.0						24.0		26.0	\$ 4,416.84
Total Phase Hours:		5.0		2.0	7.0					24.0		38.0	\$ 38.0
Total Phase Direct Labor:		\$271.24		\$144.61	\$317.73					\$1,299.70		\$2,033.27	\$ 6,217.95

\$4,629.20

Subconsultant Labor Hour Estimate

SCJ Alliance



Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 04 Develop Alternatives													
Task 01	Existing and Baseline Traffic and Safety Analysis												\$ 10,218.24
1	With with City to identify short and long term horizon years. This assumes two horizon years	1.0										1.0	\$ 165.89
2	Evaluate short term growth using pipeline projects	1.0			2.0							3.0	\$ 443.51
3	Evaluate long term growth using TRPC model data	1.0			4.0	2.0						7.0	\$ 1,192.99
4	Prepare AM and PM volume forecasts				2.0							2.0	\$ 277.61
5	Work with the City on a land use sensitivity scenario	2.0			2.0	1.0						5.0	\$ 845.33
6	Perform existing conditions operational analysis. This assumes five intersections	2.0			6.0							8.0	\$ 1,164.63
7	Evaluate crash data for key issues	2.0			4.0	2.0						8.0	\$ 1,358.88
8	Evaluate pedestrian and bicycle facilities				2.0							2.0	\$ 277.61
9	Perform baseline long-term operatoinal analysis				4.0							4.0	\$ 555.23
10	Prepare baseline conditions memo	8.0			12.0	4.0						24.0	\$ 3,936.56
Subtotal Hours:		17.0			38.0	9.0						64.0	\$ 10,218.24
Task 02	Existing Environmental Analysis												\$ -
1	See Phase 7												\$ -
Subtotal Hours:													\$ -
Task 03	Evaluation of the existing 93rd Avenue Bridge												\$ -
1	See Phase 8												\$ -
Subtotal Hours:													\$ -
Task 04	Identify Initial List of Alternatives												\$ 9,562.22
1	Identify potential improvements for the corridor	8.0		4.0		4.0						16.0	\$ 3,155.35
2	Prepare conceptual graphics for each alternative and/or improvement	2.0			8.0					12.0		22.0	\$ 3,429.54
3	Meet with City to review potential alternatives and finalize alternative list	4.0	2.0	2.0		2.0	2.0			2.0		14.0	\$ 2,977.33
Subtotal Hours:		14.0	2.0	6.0	8.0	6.0	2.0			14.0		52.0	\$ 9,562.22

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Total Phase Hours:		31.0	2.0	6.0	46.0	15.0	2.0			14.0		116.0	\$ 116.0
Total Phase Direct Labor:		\$1,681.66	\$201.96	\$433.84	\$2,087.94	\$1,157.25	\$147.42			\$758.16		\$6,468.22	\$ 19,780.46
PHASE 05 Conduct Alternatives Evaluation													\$10,196.71
Task 01	Environmental Analusis												\$ -
1	See Phase 7												\$ -
Subtotal Hours:													\$ -
Task 02	Stormwater Analysis												\$ 14,331.97
1	Create stormwater basin maps for each alternative						4.0	24.0				28.0	\$ 4,923.66
2	Model each alternative in MGS Flood						4.0	24.0				28.0	\$ 4,923.66
3	Prepare a stormwater alternatives analysis memo						8.0	16.0				24.0	\$ 4,484.64
Subtotal Hours:							16.0	64.0				80.0	\$ 14,331.97
Task 03	Bridge Analysis												\$ -
1	See Phase 8												\$ -
Subtotal Hours:													\$ -
Task 04	Design Analysis and Cost Estimation												\$ 29,702.18
1	Coordinate with City staff on typical sections			2.0						4.0		6.0	\$ 1,104.67
2	Develop preliminary linework for each alternative			4.0						110.0		114.0	\$ 19,101.39
3	Assess potential impacts to adjacent parcels for each alternative			2.0						12.0		14.0	\$ 2,429.54
4	Create a planning level cost estimate for each alternative			2.0						40.0		42.0	\$ 7,066.57
Subtotal Hours:				10.0						166.0		176.0	\$ 29,702.18

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 05	Traffic Operations and Safety Analysis												\$ 5,103.73
1	Conduct initial operations analysis for each alternative	4.0			12.0							16.0	\$ 2,329.26
2	Evaluate the safety benefits for each alternative	1.0			2.0	4.0						7.0	\$ 1,387.24
3	Evaluate pedestrian and bicycle modes for each alternative	1.0			2.0	4.0						7.0	\$ 1,387.24
Subtotal Hours:		6.0			16.0	8.0						30.0	\$ 5,103.73
Task 06	Complete Alternatives Evaluation												\$ 8,140.70
1	Prepare summary of preliminary analysis of each alternative	12.0		4.0		4.0	4.0					24.0	\$ 4,720.57
2	Meet with city to review analysis results	6.0	2.0	4.0		2.0	2.0					16.0	\$ 3,420.13
Subtotal Hours:		18.0	2.0	8.0		6.0	6.0					40.0	\$ 8,140.70
Total Phase Hours:		24.0	2.0	18.0	16.0	14.0	22.0	64.0		166.0		326.0	\$ 326.0
Total Phase Direct Labor:		\$1,301.93	\$201.96	\$1,301.51	\$726.24	\$1,080.10	\$1,621.62	\$3,507.20		\$8,989.56		\$18,730.12	\$ 57,278.58
PHASE 06 Prepare Project Report													\$52,686.08
Task 01	Prepare Project Report												\$ 21,542.87
1	Incorporate disciple and existing conditions summaries into final report	12.0			16.0							28.0	\$ 4,211.63
2	Summarize all public outreach efforts	4.0							16.0			20.0	\$ 2,872.25
3	Prepare draft report	16.0	2.0	8.0	12.0	16.0	8.0					62.0	\$ 12,284.75
4	Incorporate city comments and prepare final report	4.0	2.0	2.0			2.0					10.0	\$ 2,174.24
Subtotal Hours:		36.0	4.0	10.0	28.0	16.0	10.0		16.0			120.0	\$ 21,542.87
Total Phase Hours:		36.0	4.0	10.0	28.0	16.0	10.0		16.0			120.0	\$ 120.0
Total Phase Direct Labor:		\$1,952.89	\$403.92	\$723.06	\$1,270.92	\$1,234.40	\$737.10		\$722.24			\$7,044.53	\$ 21,542.87
													\$17,242.87

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 07 Environmental Analysis (Confluence)													
Task 01	Existing Conditions Analysis												\$ -
1	Collect existing watershed and critical area data												\$ -
2	Collect information on existing natural resources												\$ -
3	Identify regulatory agencies and research permits expected to be required												\$ -
4	Establish baseline conditions												\$ -
5	Prepare summary of existing conditions												\$ -
Subtotal Hours:													\$ -
Task 02	Alternatives Analysis												\$ -
1	Identify permits and regulatory requirements for each alternative												\$ -
2	Provide input on alternative scoring												\$ -
3	Provide content for project report												\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -
PHASE 08 Bridge Analysis (Parametrix)													
Task 01	Existing Conditions Analysis												\$ -
1	Review existing As-Builts of the bridge												\$ -
2	Coordinate with WSDOT bridge staff on status of existing bridge												\$ -
3	Evaluate anticipated service life of the existing bridge												\$ -
4	Assess the feasibility of bridge widening using existing infrastructure												\$ -
5	Prepare summary of existing bridge analysis												\$ -
Subtotal Hours:													\$ -

Subconsultant Labor Hour Estimate

SCJ Alliance



Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 02	Alternatives Analysis												\$ -
1	Coordinate with design team and provide structural input												\$ -
2	Evaluate the potential for future I-5 widening on the viability of the existing bridge												\$ -
3	Evaluate soil conditions and the suitability of foundations for widening and new bridge altern												\$ -
4	Evaluate Constructabiloty of various bridge alternatives												\$ -
5	Evaluate staging considerations and maintence for various alternatives												\$ -
6	Provide input on alternative scoring												\$ -
7	Provide content for project report												\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -
Total Hours All Phases		187.0	14.0	82.0	107.0	47.0	56.0	64.0	64.0	222.0	8.0	851.0	851.0
Total Direct Labor Estimate All Phases		\$10,144.19	\$1,413.71	\$5,929.09	\$4,856.73	\$3,626.05	\$4,127.76	\$3,507.20	\$2,888.96	\$12,022.19	\$302.16	\$48,818.04	\$ 149,290.45
Indirect Costs													\$123,715.45
Subconsultants:		GVC Confluence Parametrix TC2											\$25,575
													\$29,950.00
													\$40,640.75
													\$2,500.00
Subconsultant Subtotal:												\$	73,090.75
Subconsultant Markup:												\$	-
Subconsultant Total:												\$	73,090.75
Reimbursable Expenses:													\$98,665.75
		Copies, Printing, etc.										\$	149.29
		Mileage										\$	67.00
Expenses Subtotal:												\$	216.29
Expenses Markup:												\$	-
Expenses Total:												\$	216.29
Total Indirect Costs:												\$98,882.04	73,307.04
Total:												\$	222,597.49



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 30, 2025

Shea, Carr & Jewell, Inc., DBA SCJ Alliance
8760 Tallon Ln NE, Suite 200
Lacey, WA 98513

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Tammy McDonald:


We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 191.76% of direct labor (rate includes 0.43% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness, Inc. related to the Shea, Carr & Jewell, Inc., DBA SCJ Alliance. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'.

Schatzie Harvey (Jun 30, 2025 12:53 PM)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Subconsultant Billing Rate Schedule - Exhibit E-2

**SCJ Alliance**

Client: City of Tumwater
Project: I-5 and SR 121/93rd Ave Int. Improvement
Job #: 23-000826
File Name: Labor-Estimate-Template-2.xlsm
Date: 10/10/25

Hourly Rate Table Format: LAG Contract
 Allowable Overhead Rate: 191.76%
 Negotiated Fixed Fee: 31.00%
 Billing Rate Table Version: 7/21/2025

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 191.76%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$140.20	\$268.85	\$43.46	\$452.52
Senior Consultant	\$112.37	\$215.47	\$34.83	\$362.67
Senior Project Manager	\$100.56	\$192.84	\$31.17	\$324.57
PM3 Project Manager	\$83.28	\$159.69	\$25.82	\$268.78
PM2 Project Manager	\$80.14	\$153.68	\$24.84	\$258.67
PM1 Project Manager	\$64.90	\$124.45	\$20.12	\$209.47
Senior Engineer	\$70.20	\$134.62	\$21.76	\$226.59
E4 Engineer	\$66.78	\$128.06	\$20.70	\$215.54
E3 Engineer	\$60.13	\$115.30	\$18.64	\$194.07
E2 Engineer	\$52.48	\$100.63	\$16.27	\$169.38
E1 Engineer	\$43.54	\$83.49	\$13.50	\$140.53
Senior Landscape Architect	\$66.83	\$128.15	\$20.72	\$215.70
L4 Landscape	\$56.86	\$109.04	\$17.63	\$183.53
L3 Landscape	\$49.13	\$94.21	\$15.23	\$158.58
L2 Landscape	\$44.07	\$84.51	\$13.66	\$142.24
L1 Landscape	\$37.12	\$71.18	\$11.51	\$119.81
Senior Planner	\$79.78	\$152.98	\$24.73	\$257.48
P4 Planner	\$55.89	\$107.17	\$17.33	\$180.38
P3 Planner	\$50.56	\$96.96	\$15.67	\$163.19
P2 Planner	\$42.70	\$81.88	\$13.24	\$137.81
P1 Planner	\$39.63	\$76.00	\$12.29	\$127.92
Senior Technician	\$60.11	\$115.27	\$18.63	\$194.02
T4 Technician	\$52.19	\$100.08	\$16.18	\$168.45
T3 Technician	\$44.35	\$85.04	\$13.75	\$143.13
T2 Technician	\$40.45	\$77.57	\$12.54	\$130.56
T1 Technician	\$35.37	\$67.83	\$10.96	\$114.16
Construction Inspector	\$35.87	\$68.79	\$11.12	\$115.78
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI4 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$51.69	\$99.11	\$16.02	\$166.82
PC3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC2 Project Coordinator	\$49.59	\$95.09	\$15.37	\$160.04
PC1 Project Coordinator	\$40.46	\$77.58	\$12.54	\$130.58
Project Accountant	\$67.98	\$130.36	\$21.07	\$219.41
IT Specialist	\$64.64	\$123.95	\$20.04	\$208.62
Senior Marketing Coordinator	\$63.44	\$121.65	\$19.67	\$204.76
Marketing Coordinator	\$44.80	\$85.90	\$13.89	\$144.59
Communications Manager	\$61.64	\$118.21	\$19.11	\$198.96
Information Services Manager	\$79.51	\$152.47	\$24.65	\$256.63

TO: Public Works Committee
FROM: Ryan Blaser, Engineer III
DATE: November 6, 2025
SUBJECT: Service Provider Agreement with Sargent Engineers for On-Call Engineering Services Amendment No. 1

1) Recommended Action:

Place the Service Provider Agreement with Sargent Engineers for On-Call Engineering Services Amendment No. 1 on the City Council consent calendar on November 18, 2025, with a recommendation for the Mayor to sign.

2) Background:

The original agreement for \$40,000 was signed on December 5, 2024.

The First Amendment extends the agreement until February 28, 2027, which provides structural engineering services for on-going construction and bridge maintenance projects throughout the City. The First Amendment increases the not-to-exceed amount to \$140,000 to cover anticipated costs in 2026.

3) Policy Support:

Council Strategic Goals and Priorities 2025-2026:

C. Create and Maintain a Transportation System Safe for All Modes of Travel.

4) Alternatives:

☐ Do not approve agreement

5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

6) Attachments:

A. First Amendment to the Service Provider Agreement

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL STRUCTURAL ENGINEERING SERVICES**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and SARGENT ENGINEERS, INC., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective December 5, 2024, whereby the SERVICE PROVIDER agreed to provide structural engineering services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2026.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement during the extended term of the Agreement, Section 4.C. shall be amended to increase the hourly rates for services performed in 2026 as described in Exhibit A-1 and the compensation paid to the SERVICE PROVIDER shall be increased by an additional amount not to exceed One-Hundred-Thousand and 00/100 Dollars (\$100,000.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed One-Hundred-Forty-Thousand and 00/100 Dollars (\$140,000.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

SARGENT ENGINEERS, INC.
Address: 320 Ronlee Lane NW
Olympia, WA 98502
UBI No. 600-560-818
Phone No. 360-867-9284

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name:
Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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



2026 Hourly Billing Rates

Job Classification	Minimum	Maximum
Principals	\$149.00	\$299.00
Senior Engineers	\$152.00	\$261.00
Senior Project Engineers	\$142.00	\$243.00
Project Engineers	\$119.00	\$236.00
Design Engineers	\$96.00	\$198.00
Engineering Technician	\$71.00	\$162.00
Engineering Intern	\$59.00	\$129.00
Drafter II	\$83.00	\$155.00
Business Manager	\$99.00	\$219.00
Business Associate	\$50.00	\$155.00
Clerical	\$56.00	\$125.00

TO: Public Works Committee
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: November 6, 2025
 SUBJECT: Service Provider Agreement with Stantec for the Pioneer Park Restoration Project Amendment 4

1) Recommended Action:

Place Amendment 4 of the Service Provider Agreement with Stantec for the Pioneer Park Restoration Project on the Nov 18, 2025 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

This amendment authorizes Stantec to conduct a comprehensive tree survey and prepare a biological evaluation. These studies are required for inclusion in the environmental permitting packages necessary for local, state, and federal permit reviews. Recent updates to local and state environmental guidelines now require both documents to be completed in order to satisfy current regulatory environmental compliance requirements.

3) Policy Support:

- [Tumwater Municipal Code 16.08.050](#) – Protection of Trees and Vegetation
 - Biological Assessment required per the Endangered Species Act following consultation with federal agencies for potential habitat impacts from in-water work.
-

4) Alternatives:

- ☐ There are no determined alternatives for this work, as it is required for permitting to complete the previously approved contracts for Pioneer Park Restoration. Failure to complete the permitting jeopardizes compliance with local, state, and federal laws, as well as potentially negatively impacting protected vegetation and wildlife.
-

5) Fiscal Notes:

This fourth amendment adds \$48,417.00 to the existing contract, bringing the project total to \$442,401.00. This project is partially funded by a WA Department of Ecology (ECY) grant (WQC-2022-Tumwat-00092), with ECY paying 75% of total project costs. The city-required 25% match has been approved in the FY2025-26 Budget and is fully funded by the Stormwater Fund.

6) Attachments:

- A. Amendment 4
- B. Original Agreement

**FOURTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
PIONEER PARK RIPARIAN RESTORATION PROJECT**

This Fourth Amendment ("Amendment") is dated effective this ____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, First Amendment dated July 19, 2022, Second Amendment dated August 7, 2023, and Third Amendment dated June 16, 2025 whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

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

1. SCOPE OF SERVICES.

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

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services more particularly described in Exhibit "A-3", Section 4.C shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed FORTY-EIGHT THOUSAND FOUR HUNDRED SEVENTEEN AND 00/100 DOLLARS (\$48,417.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment shall be an amount not to exceed

Fourth Amendment to Service Provider Agreement - Page 1 of 2
PIONEER PARK RIPARIAN RESTORATION PROJECT

FOUR HUNDRED FORTY TWO THOUSAND FOUR HUNDRED ONE AND 00/100
DOLLARS (\$442,401.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue Suite 1400
Portland, OR 97204
Tax ID #: 602-529-295
Phone Number: 503-830-9669

Dan Smith
Director, Water Resources &
Sustainability

Signature (Notarized – see below)
Printed Name:
Title:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

(Signature)
Notary Public in and for the State of Washington
My appointment expires



Stantec Consulting Services Inc.
1687 114th Avenue SE, Suite 100
Bellevue WA 98004-6965

September 12, 2025

Grant Gilmore
City of Tumwater (Water Resources & Sustainability)
555 Israel Road SW | Tumwater, WA 98501

Dear Grant Gilmore,

Reference: Pioneer Park Sediment Reduction Project - Proposal for Endangered Species Act Section 7 Consultation Documentation

Stantec Consulting Services Inc. (Stantec) is pleased to submit this scope and budget amendment number four (4) for the above-mentioned project. During initial scoping, the City did not request a biological assessment (BA) for Endangered Species Act (ESA) Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA). Services under this amendment include up to 2 project calls associated with the preparation of a BA pursuant to Section 7 of the ESA. Assumptions associated with each task are provided below to further clarify Stantec's understanding of the scope and deliverables.

Biological Assessment

Stantec has the expertise and availability to support the City of Tumwater with preparing a BA in compliance with Section 7 of the ESA. The BA will include results of document reviews and an analysis of the likely effects of the action on the species or habitat based on biological studies, review of the literature, and species experts. The BA also will provide a determination statement for listed species and critical habitat, as applicable, following USFWS and NOAA guidelines.

The list of ESA-listed species for the BA will be developed using USFWS's Information for Planning and Consultation (IPaC) system and NOAA's Essential Fish Habitat (EFH) mapping system. Based on an initial search, Stantec assumes up to 27 listed species will be assessed (see Table 1 for additional detail). Stantec technical staff will coordinate with the City and USFWS/NOAA, as appropriate, to address any concerns related to federally listed, proposed, and candidate species. Stantec has assumed relevant species information will be provided from the City's natural resources manager or biologists for use in preparing a BA.

The deliverables for this amendment include:

Deliverable 1: BA 1st Draft (City Review)

- Assumes one revision based on a single, collated comment document from the City's Project Manager.

Reference: Response to Request for Proposal for Endangered Species Act Section 7 Consultation Documentation

Deliverable 2: Final BA (Consultation Copy)

- The final BA document will be based on the last round of comments from Deliverable 1: BA 1st Draft.

Table 1. List of Protected Species from USFWS IPaC and NOAA EFH Mapper

Endangered Species Act	Bald and Golden Eagle Protection Act	Migratory Bird Treaty Act
<u>Mammals</u> <ul style="list-style-type: none"> Olympia pocket gopher Yelm pocket gopher 	<ul style="list-style-type: none"> Bald eagle Golden eagle 	<ul style="list-style-type: none"> Black swift Black Turnstone Brandt's cormorant California gull Cassin's finch Chestnut-backed chickadee Clark's grebe Evening grosbeak Lesser yellowlegs Olive-sided flycatcher Oregon vesper sparrow Rufous hummingbird Short-billed dowitcher Western grebe Western gull
<u>Fish</u> <ul style="list-style-type: none"> Bull trout Chinook salmon, all life stages Coho salmon, all life stages 		
<u>Insects</u> <ul style="list-style-type: none"> Monarch butterfly Suckley's cuckoo bumble bee 		
<u>Reptiles & Amphibians</u> <ul style="list-style-type: none"> Northwestern Pond Turtle Oregon spotted frog 		
<u>Birds</u> <ul style="list-style-type: none"> Marbled murrelet Streaked horned lark Yellow-billed cuckoo 		

Stantec assumes the following:

- No field surveys will be required.
- The City of Tumwater will provide any relevant information it may have to support the development of the BA including habitat and species surveys, as applicable.
- Based on an initial IPaC and EFH search, Stantec assumes the species listed in the following table (Table 1) will be assessed.

September 4, 2025
Grant Gilmore
Page 3 of 3

Reference: Response to Request for Proposal for Endangered Species Act Section 7 Consultation Documentation

Stantec proposes to conduct this task for a fixed fee of \$14,606. If you should have any questions, please let us know. We look forward to continuing to work with you on this important project.

Best regards,

Stantec Consulting Services Inc.



Stantec Consulting Services Inc.
 1687 114th Avenue SE, Suite 100
 Bellevue WA 98004-6965

September 16, 2025

Project/File: Pioneer Park - Tree Inventory and Assessment

City of Tumwater

Grant Gilmore
 555 Israel Road SW
 Tumwater, WA 98501

Dear Grant,

Reference: Pioneer Park Sediment Reduction Project - Tree Inventory and Assessment Report

The purpose of this scope of work is to outline the tasks required to develop an arborist report for the Pioneer Park Sediment Reduction project. The report will include a comprehensive tree inventory of Trees 6-inches in Diameter at Breast Height (DBH) and larger, documentation of existing tree conditions, and recommendations for tree protection during the renovation project.

The area of inventory includes areas impacted on the project site for the proposed access road and the proposed grading limits of Phase 1 and Phase 2.

Objectives

- Conduct a detailed tree inventory (Assume approximately 150 trees to inventory).
- Document the current conditions of trees 6-inch DBH and greater within the project area.
- Provide recommendations for tree protection during the renovation process.

1. Tasks and Deliverables

Task 1: Tree Inventory

- **Site Visit:** Conduct an initial site visit to identify and inventory trees 6-inch DBH and greater within the area planned for disturbance of grading limits for Phase 1 and Phase 2.
- **Data Collection:** Record the following information for each tree:
 - Species
 - Diameter at Breast Height (DBH)
 - Height
 - Health and general condition
 - Location of each tree with a unique identification number (mapped using survey provided by others)
- **Identify tree species.** Trees which are difficult to identify given the timing of the survey (i.e., due to leaf drop) will be identified to the best of the arborist's ability to either the family, or if possible, the genus level.

Reference: Pioneer Park - Sediment Reduction Project - Tree Inventory and Assessment Report

- **Photographic Documentation:** Take photographs of each tree to visually document their condition.

Task 2: Documentation of Existing Tree Conditions

- **Assessment:** Evaluate the health, structural integrity, and overall condition of each tree. Prepare an assessment including the aforementioned information, with a graphical figure illustrating tree locations with identification numbers. The assessment of the trees will follow established arboricultural practices which involve visually examining the above-ground portions of each tree for structural defects, scars, external decay, signs of insect activity, discolored foliage, overall tree health, site conditions, and proximity to property and people. No trees will be physically dissected, cored, probed, or climbed, and detailed root crown examinations involving excavation will not be conducted.
- **Report Preparation:** Compile the data collected into a comprehensive report, including:
 - Tree inventory data & condition assessment based on Root Crown, Trunk, Limbs, Foliage, Structure, and Vigor.
 - Digital Photographs.
 - Assessment findings.

Task 3: Tree Protection Recommendations

- **Protection Plan: Develop a tree protection plan that includes:**
 - Measures to protect trees during construction.
 - Recommendations for tree protection measures.
 - Guidelines for working around trees to minimize impact.
- **Implementation Guidelines:** Provide clear instructions for implementing the tree protection measures.

2. Timeline

- **Site Visit and Data Collection:** Site visit within fourteen (14) business days of proposal acceptance.
- **Draft Report Preparation:** Prepare Draft Report for Independent Technical Review (ITR) within fourteen (14) business days of onsite survey.
- **Submission of Draft Report:** within five (5) business days of completion of ITR.
- **Submission of Final Report:** Upon receipt of client comments, deliver final report within thirty (30) calendar days.

3. Deliverables

- Tree Inventory and Assessment Report including tree inventory, condition assessment, and protection recommendations.
- Digital copies of the report.
- Photographic documentation of all trees (assume 1 photo per tree).

September 16, 2025
Page 3 of 4

Reference: Pioneer Park - Sediment Reduction Project - Tree Inventory and Assessment Report

4. Assumptions

- Access to the site will be provided as needed.
- Two (2) days of site visit time for two (2) people to perform tree inventory.
- Capture tree locations using hand-held GPS unit.
- 100 to a maximum of 150 trees to be inventoried.
- Any additional services or changes to the scope will be discussed and agreed upon before proceeding.

5. Exclusions

- Physical tree sampling or assessment beyond visual examination.
- Approximate delineation of all native vegetation or biological resources items identified in a biological or plant report(s).
- Delineation of setbacks from habitats.
- Any other work not explicitly described above.

Stantec proposes to conduct this task for a time and materials fee of \$33,811. If you should have any questions, please let us know. We look forward to continuing to work with you on this important project.

Regards,

Stantec Consulting Services Inc.

Reference: Pioneer Park - Sediment Reduction Project - Tree Inventory and Assessment Report

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Third Amendment ("Amendment") is dated effective this 16th day of June, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, First Amendment dated July 19, 2022, and Second Amendment dated August 7, 2023, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-2," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services more particularly described in Exhibit "A-2", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed One Hundred Ninety Thousand Two Hundred Eighty Five and 00/100 Dollars (\$190,285.00). The total amount payable to the SERVICE PROVIDER

Third Amendment to Service Provider Agreement - Page 1 of 3
Pioneer Park Riparian Restoration

pursuant to the original Agreement, the First Amendment, Second Amendment, and this Third Amendment shall be an amount not to exceed Three Hundred Ninety Three Thousand Nine Hundred Eighty Four and 00/100 Dollars (\$393,984.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

Signed by:

Debbie Sullivan

945DD615DF7D4C0...
Debbie Sullivan

Mayor

SERVICE PROVIDER:

Stantec Consulting Services,
Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

Signature (Notarized – see below)

Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:

Melody Valiant

E07ECE580BA048B...
Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

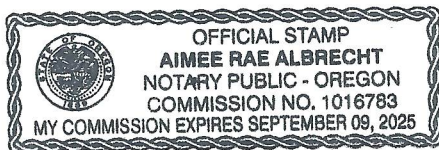
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Karen Kirkpatrick, City Attorney

State of Oregon

County of Multnomah

I certify that I know or have satisfactory evidence that Joseph Grant Richards 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 service provider to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/11/25



(Signature)

Notary Public in and for the State of Oregon
My appointment expires 9/9/25

Third Amendment to Service Provider Agreement - Page 3 of 3
Pioneer Park Riparian Restoration



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

January 27, 2025

Project/File: City of Tumwater Pioneer Park Project / 185706094

Dan Smith
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration Amendment #3

Introduction

This scope and budget revision has been prepared for the City of Tumwater to address stakeholder concerns with the direction the project and to add budget for the Phase 2 – in-water design scope. The project direction has split into two phases, Upland – Phase 1 and In-water – Phase 2. Phase 1 is intended to not require USACE permitting by moving the project impact out of the Ordinary High Water (OHW) of the Deschutes River by focusing on reconnecting elevated floodplains in Pioneer Park relieving shear stress on the migrating meander bend since USACE permitting for removal/fill below OHW was estimated to be 2-year process. Phase 2 scope will focus on in-water treatments to promote stability of the meander bend through flood plain inundation and inclusion of aquatic habitat elements including large woody material (LWM) structures below OHW and the eroding bank will be addressed directly through grading. The basis of this scope and fee is the original scope for the effort modified to fit our understanding of current needs. We assume monies remaining in the current project budget will be reallocated to the effort moving forward.

Project Understanding

The City of Tumwater has been watching a meander bend of the Deschutes River migrate into Pioneer Park over the past 10 years. Multiple efforts have been made to arrest the erosion including the current effort funded by Department of Ecology to reduce sediment inputs into the Deschutes. As the project progressed a phased solution emerged to wholistically address the meander bend migration issue. Phase 1 reconnects upland areas in Pioneer Park through side channel creation that activates at the 1-year storm event to reduce shear in the channel and support riparian corridor expansion.

Phase 2 will refocus on meander bend bank stabilization and instream habitat elements including side channel reconnection below the Ordinary High-Water Mark of the Deschutes River. Phase 2 design will recommence in March of 2025 with an anticipated construction start date of February of 2027. Phase 1 includes 2,500 feet of 20-foot by 1- to 4-foot-deep channels excavated in uplands with 2 points of reconnection to existing forested channels in Pioneer Park that will allow water to return to the river as floods recede. Channels are positively graded to drain so fish stranding will not be an issue. Native revegetation mimics the existing riparian forest and includes First Foods such as camas prairie, and emergent wetlands with Wapato, and cattails. The area where this revegetation is proposed is currently dominated by Hawthorne Trees and regularly floods as the river overtops its banks during floods. This

Design with community in mind

Reference: Pioneer Park Riparian Restoration Amendment #3

wholistic vision at Pioneer Park will also engender community connections as handicap accessible trails will be included with pedestrian bridges crossing side channel features.

1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

1.1. Project Management

Kelly Swindle will serve as the Project Manager and Joe Richards will serve as Principal in Charge. They will be responsible for overseeing and directing all aspects of project management. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.

1.2. Project Meetings

It is anticipated an additional five (5) meetings will be held throughout the remaining course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual or coordinated for times where Stantec staff is on-site for scheduled work.

Task Assumptions

- > The duration of the project will continue through the construction start of the Phase 2, assumed to be 7/15/2027.
- > For budgeting purposes meeting duration is assumed to be no more than one (1) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members.
- > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
- > All meetings and communication associated with Tasks 3, 4, 5, and 6 are covered under this task. Stantec assumes twenty-four (24) monthly technical and permitting team check-ins with up to six (6) Stantec staff at one-half hour per call.
- > There will be one (1) permitting kick-off meeting with staff from the City of Tumwater, Ecology, USACE, and the Tribe to ensure all requirements and expectations for the Phase 2 permitting are met. The meeting will not exceed 1.5 hours. For budgeting purposes meeting duration is assumed to be no more than one and one half (1.5) hours in duration with (1) hour of Prep and (1) hour of follow-up for (4) Stantec Staff Members.

Task Deliverables

- > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails.
- > Meeting Minutes for all meetings between Stantec and the City as listed above.

Reference: Pioneer Park Riparian Restoration Amendment #3

2. Task 2: Data Collection and Analysis

Stantec completed original Task 2 data collection field work including survey and geomorphic analysis activities during the summer of 2022. Stantec also completed the following cultural resources and wetlands delineation tasks and reporting:

The deliverables for the cultural resources and wetlands have been completed and submitted to the City as follows:

- Cultural Resources Monitoring Plan, October 21, 2022
- Cultural Resources Monitoring Memorandum, November 30, 2022
- Wetland Delineation Report, April 7, 2023

With the updated phasing of the project, a larger Area of Potential Effect (APE) was identified for Phase 1 upland work. The wetland delineation performed in 2022 covered the original APE, so an additional wetland delineation must be completed to cover the updated, larger APE.

Task Assumptions

- > One (1) iteration of the hydraulic model will be run for 30% Design, 60%, 90%, and Final design phases for Phase 2.
- > Phase 1 is currently at 60% design phase, so one (1) iteration of the hydraulic model will be run for the 90% design phase.
- > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort.
- > Data collected from the site assessment will be incorporated into the design reports for Phases 1 and 2 (see Task 3).
- > Hydrology for this site is already developed and existing flowrates will be utilized.
- > Results of the Hydrology and Hydraulics and Geomorphic Analysis will be included in the Design Reports of the listed design phases.

Task Deliverables

- > Updated Wetland Delineation Report.

3. Task 3: Preliminary Plans and Design Report (30% and 60% Design)

All modeling and preliminary design is complete. Phase 2 will start at 30% design.

Additional design tasks necessary to support the Pioneer Park Riparian Restoration project and to provide the City with a final design package signed by a licensed professional engineer in the State of Washington include the following:

Reference: Pioneer Park Riparian Restoration Amendment #3

1 Phase 2 Design

1.1 30% design development

- A 30% report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the concept alternatives phase, and proposed concept moving forward.

1.2 60% design development

- 60% design development stage will be focused on advancing the chosen preferred Conceptual Alternative to a level that can be used for project permitting. 60% level plan set (Permit Set) limited to required information for permitting.
- 60% Engineers Cost Estimate and Specifications Outline – Stantec will develop an Engineers Cost Estimate based on 60% level quantities. A specification outline will also be developed in collaboration with cost estimate.
- 60% Design Report – A Design Report will be developed based on the Conceptual Alternatives Memorandum. This report will include documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, a summary of the Concept Alternatives Memorandum, and chosen alternative. The report will also document the hydrology and hydraulic model approach and results.

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Preliminary design for Phase 2 is complete. No Alternatives will be completed for Phase 2.
- > Milestone deliverables will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.
- > Milestone deliverables at 30%, 60%, and 90% will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > Specification will follow WSDOT and Stantec will only develop special provisions for delivery to the City. Tumwater will be responsible for all other sections of the bid book and for compiling the book for advertisement.

Task Deliverables

- > 30% Design Plans (Phase 2)
- > 60% Design plans including 60% TESC, dewatering, and stream diversion plans (Phase 2)
- > 60% design report (Phase 2)
- > 60% Engineer's cost estimate (Phase 2)
- > 60% special provisions outline (Phase 2)
- > 60% cut and fill volumes for permitting (Phase 2)
- > 60% environmental permit identification (Phase 2)

4. Task 4: Permitting and Environmental Compliance

Stantec will engage with the Corps and Ecology with support from the City at the conceptual design phase to obtain buy-in to facilitate the permitting process. Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- Hydraulic Project Approval (HPA)
- State Environmental Policy Act (SEPA)
- Water Quality Certification (Section 401)
- JARPA (Section 404)
- Critical Areas Report

Reference: Pioneer Park Riparian Restoration Amendment #3

- **No-Rise Certification Statement**

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

- 319 Load Reduction Reporting – STEPL
- National Pollutant Discharge Elimination System (NPDES)

Task Assumptions

- > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required.
- > Water Quality Certification (Section 401) will be included in the JARPA permitting process.
- > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required.
- > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the Phase 2 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract.
- > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort.
- > NPDES compliance will be limited to a Stormwater Pollution Prevention Plan (SWPPP) and submittal of Notice of Intent to the Department of Ecology under EPA's 2022 Construction General Permit.
- > The City is responsible for all permit fees.
- > Permits will be submitted, and comments will be addressed during a single round of submittal, review, and resubmit to agencies.
- > Permits not listed above shall not be covered by this scope of work but may be added through a change order.

Task Deliverables

- > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

Reference: Pioneer Park Riparian Restoration Amendment #3

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents. Stantec will conduct an Internal Technical Review and will utilize feedback to finalize the 90% design. Stantec will prepare a 90% Plan submittal that will incorporate all changes made during the 90% design phase.

1 Phase 1 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

2 Phase 2 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - TESC, staging, dewatering, and stream diversion plan
 - Structure plan, profile, and details
 - Large woody debris and/or other habitat elements details
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision.
- > The 90% plan set will include permit conditions where feasible.
- > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken).
- > Plan set estimated to be 25 sheets total.
- > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.
- > USACE permitting process assumed to be 2 years from date of submittal before work will begin on the 90% Plans and Design Report.

Task Deliverables

- > 90% Design Plans
- > 90% Engineer's Cost Estimate
- > 90% Draft Technical Specifications
- > 90% Design Report

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. Final Plans will be completed for Phase 1 and Phase 2.

The Final Design Set will include:

- Final Construction Plans (signed and stamped by a licensed Washington engineer)
- Final Engineer's Cost Estimate and Technical Specifications
- Final Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.
- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Design Report
- > Final No-Rise Certification Documentation

Reference: Pioneer Park Riparian Restoration Amendment #3

7. Proposed Schedule

Updated Schedule	
Task/Deliverable	Completion Date
Phase 1*	
Permitting and Environmental Compliance	02/01/2025
90% Plans and Design Report	02/15/2024
Final Plans and Design Report	03/01/2025
Phase 1 Construction Bidding (not included in scope)	03/01/2025
Phase 1 Construction Start (support not included in scope)	07/15/2025
Phase 2	
30% Design Plans and Design Report	03/01/2025
60% Design Plans and Design Report	11/15/2025
Permitting and Environmental Compliance	03/01/2026
90% Plans and Design Report	07/01/2026
Final Plans and Design Report	02/01/2027
Phase 2 Construction Bidding (not included in scope)	02/01/2027
Phase 2 Construction Start (support not included in scope)	05/01/2027

*The remainder of Phase 1 design tasks are dependent on results of the updated wetland delineation report. Wetland delineation can occur upon receipt of notice to proceed from the City, provided permitting agencies' determination that a wetland delineation conducted outside of growing season would be acceptable for compliance determinations.

8. Proposed Budget

The total fee for the work described above is \$393,984. Stantec will utilize the remaining budget from the original SPA fee and is requesting an additional \$190,285 to complete this work.

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Task 1: Project Management and Meetings	\$26,828	\$13,081	\$39,396	\$79,305
Task 2: Data Collection and Analysis	\$43,484	\$17,583	\$14,650	\$75,717
Task 3: Preliminary Plans and Design Report (30% and 60% Design)				
Phase 1	\$34,361	\$15,055	-	\$49,416
Phase 2	-	-	\$51,268	\$51,268
Task 4: Permitting and Environmental Compliance				
Phase 1	\$20,430	\$1,746	-	\$22,176

January 27, 2025
City of Tumwater
Page 11 of 11



Reference: Pioneer Park Riparian Restoration Amendment #3

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Phase 2	-	-	\$16,686	\$16,686
Task 5: 90% Plans and Design Report				
Phase 1	\$19,174	\$1,519	\$18,386	\$39,079
Phase 2	-	-	\$19,916	\$19,916
Task 6: Final Plans and Design Report				
Phase 1	\$9,467	\$971	\$14,976	\$25,414
Phase 2	-	-	\$15,007	\$15,007
Total Project Cost	\$153,744	\$49,955	\$190,285	\$393,984

Respectfully,

STANTEC CONSULTING SERVICES INC.

Kelly Swindle MPS, RPBio
Stantec
Project Manager
Mobile: 564-219-0374
kelly.swindle@stantec.com

Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

Design with community in mind

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Second Amendment ("Amendment") is dated effective this 7 day of August, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, and amended by First Amendment dated July 19, 2022, (collectively, the "Agreement") whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for providing the additional services during the extended term.

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

1. SCOPE OF SERVICES.

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

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2027.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed Forty Nine Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$49,955.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, and this Second Amendment shall be an amount not to exceed Two Hundred Three Thousand Six Hundred Ninety Nine and 00/100 Dollars (\$203,699.00).

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

DocuSigned by:

Debbie Sullivan

Debbie Sullivan
Mayor

Signature (Notarized – see below)

Printed Name: ~~Joe Richards~~ Joseph Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

State of Oregon

County of Multnomah

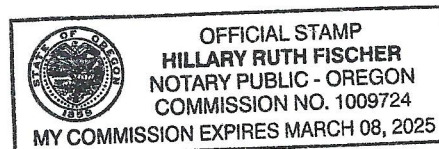
I certify that I know or have satisfactory evidence that Joseph Richards is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Principal Engineer, and Signatory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

Dated: 08/07/2023

(Signature)

Notary Public in and for the State of Oregon
My appointment expires 03/08/2025

Second Amendment to Service Provider Agreement - Page 3 of 3
Pioneer Park Riparian Restoration



**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This First Amendment ("Amendment") is dated effective this 19th day of July, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29th, 2022, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to comply with State funding requirements by including express Third Party Rights for the Department of Ecology.

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

1. THIRD PARTY RIGHTS.

A new section 24 is hereby added as follows:

24. THIRD-PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

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

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Ave STE 1400
Portland, OR 972304-3128

DocuSigned by:
Debbie Sullivan
945DD615DF7B4C0
Debbie Sullivan, Mayor

[Signature]
Signature (Notarized – see below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:
Melody Valiant
C727D88D755A4FB
Melody Valiant, City Clerk

APPROVED AS TO FORM:

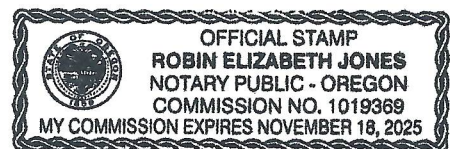
DocuSigned by:
Karen Kirkpatrick
5011BA3DE4C345C
Karen Kirkpatrick, City Attorney

State of Oregon)
) ss
County of Multnomah

I certify that I know or have satisfactory evidence that Joe Richards 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 Principal Engineer of Stantec Consulting Services to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 26, 2023

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 11/18/2025



**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

PIONEER PARK RIPARIAN RESTORATION

THIS AGREEMENT is made and entered into in duplicate this 29th day of June, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and STANTEC CONSULTING SERVICES INC., a ^{New York} ~~Washington~~ corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than June 1, 2022, and shall be completed no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. SERVICE PROVIDER reserves the right to terminate this Agreement at any time, in whole or in part, by sixty (60) days' written notice to the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **One Hundred Fifty Three Thousand Seven Hundred and Forty Four and 00/100 Dollars** (\$153,744.00) as reflected in Exhibit "A".

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for all actual or alleged negligent acts and for all actual or alleged negligent acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their

SERVICE PROVIDER AGREEMENT – Pioneer Park Riparian Restoration - Page 3 of 11

respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

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

C. With the exception of Professional Liability, the CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance.

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

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

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

9. TREATMENT OF ASSETS.

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

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the SERVICE PROVIDER harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the ASSETS by the CITY or any person or entity that obtains the ASSETS from or through the CITY.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by

obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

D. Notwithstanding the foregoing, the CITY's right to inspect, copy and audit shall not extend to the composition of the SERVICE PROVIDER'S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

23. WAIVER OF CONSEQUENTIAL DAMAGES

Neither the CITY nor the SERVICE PROVIDER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

Signatures on next page

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DocuSigned by:

Debbie Sullivan

945DD615DF7D4C0...

DEBBIE SULLIVAN
Mayor

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295

Phone Number: 503-830-9669

Signature (Notarized – see below)

Printed Name: Joe Richards

Title: Principal Engineer

ATTEST:

DocuSigned by:

Melody Valiant

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Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

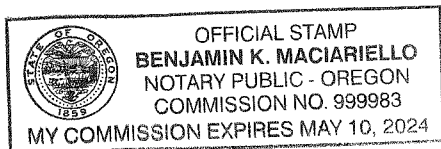
Karen Kirkpatrick

9C2747F30AD6419...

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON *Oregon*COUNTY OF THURSTON *Multnomah*

I certify that I know or have satisfactory evidence that Joe Richards (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 Principal Engineer (title) of Stantec Consulting Services (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 27, 2023Notary Public in and for the State of Washington, *Oregon*My appointment expires: May 10, 2024



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

April 25, 2022

Project/File: City of Tumwater Pioneer Park Project

Dan Smith

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration

Project Understanding

Cardno, now Stantec, worked previously with the South Puget Sound Salmon Enhancement Group (SPSSEG) in 2012 and 2015 to review existing conditions and develop multiple alternatives for the Pioneer Park Project to reduce channel migration. Our conceptual designs balanced multiple stakeholder interests, including infrastructure, bank stability, sediment loading, and floater safety. Although the designs are no longer feasible due to excessive bank migration since 2015, the concept alternatives should still be viable to assist in addressing the project objectives.

The SPSSEG funded Pioneer Park Project objectives included: 1) limiting channel migration, 2) rehabilitating aquatic habitat within the project reach, 3) reducing fine grained sediment loading into the river (TMDL/Water Quality), 4) constructing features that are safe for river users, and 5) maintaining park aesthetics.

This 2022 Pioneer Park Restoration Project (Project) has many similarities to the SPSSEG funded endeavor with a shift in funding and emphasis. The site is in the same location and as stated previously the bank migration has continued and the fundamental objectives remain the same, but the funding source is now the Department of Ecology, shifting project emphasis towards reducing fine grained sediment loading in accordance with the TMDL. An initial project development step is to confirm objectives in collaboration with the City of Tumwater (City) to ensure that our team is in alignment with the project proponents. The project is divided into six tasks as described in the following sections.

Design with community in mind

Reference: Pioneer Park Riparian Restoration

1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

- 1.1. Joe Richards will serve as the Project Manager and Principal in Charge. He will be responsible for overseeing and directing all aspects of project management. Chris Donley will serve as deputy PM and will provide oversight of QA/QC for the project. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.
- 1.2. Up to five (5) meetings will be held throughout the course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual (or coordinated for times where Stantec staff is on-site for scheduled work).

ASSUMPTIONS
<ul style="list-style-type: none"> > The duration of the project will continue through the construction of the project, which we assumed shall occur during the in-water work window of 2024. Assuming May 17th NTP (11/15/2024 Construction Complete). > For budgeting purposes meeting duration is assumed to be no more than two (2) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members. > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
RESPONSIBILITIES
<ul style="list-style-type: none"> > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails. > Meeting Minutes for all meetings between Stantec and the City as listed above.

2. Task 2: Data Collection

Stantec will be responsible for data collection including topographic survey, hydrologic, hydraulic, and geomorphic analysis of the Pioneer Park Riparian Restoration project to provide the City with a final design package signed by a licensed professional engineer in the State of Washington. This will include the following:

- 2.1. Survey, Hydrologic, Hydraulic, and Geomorphic Analysis
 - Stantec, at a minimum, shall collect the existing top and toe of bank topography as needed to accurately portray the existing conditions on the plan set. New topography as well as channel cross sections and channel thalweg shots are needed to update and verify the hydraulic model. Additional bank features including vegetation as well as structure corners should also be verified during the survey. This data will be collected within the focus area using global positioning system (GPS) survey methods in real-time kinematic (RTK) mode.

Reference: Pioneer Park Riparian Restoration

- Hydrologic and Hydraulic Analysis within a HecRAS 2D Model will be completed to represent existing conditions at the site. The Existing Conditions model, used as the baseline for the Proposed Conditions model, will be calibrated and validated to known data points from nearby stream gauges and relevant flood photo information where available. Stantec will assume a maximum number of 4 steady-state flows to be run at each design iteration.
- The Proposed Conditions hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. This will be done to meet the requirements of the no-rise condition (assuming that is the direction the City intends to follow), as well as show the localized effects of proposed design including depth, velocity, and shear stress to inform the design of the project.
- In the initial phase of site investigation, Stantec design engineers/geomorphologists will conduct a site assessment, photograph, and visually inspect the project site to assess reach-scale processes including local flow, scour, sediment characteristics, large woody debris (LWD) accumulations, hydraulic roughness and function, geomorphic conditions and stability of banks, with an emphasis placed on identifying existing hydraulic and geomorphic conditions. As Stantec conducts this work, they will be visualizing and discussing potential design alternatives, efficiently beginning the design process.

2.2. Cultural Resources and Wetlands

- A desktop cultural resource review will be initiated, and the findings of this effort may lead to a pedestrian survey as required by GEO 21-02. This task also includes a cultural resources report and an inadvertent discovery plan as required by the funding agency.
- A field delineation of the wetlands and waters will be conducted for the area, including mapping of ordinary high-water mark. Delineation will meet USACE and Washington Department of Ecology standards and will be used to guide permitting of the project. The site cultural resources report and inadvertent discovery plan must be completed and approved by Ecology and the Tribes prior to ground disturbing activities.

Task Assumptions
<ul style="list-style-type: none"> > One (1) iteration of the hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort. > Data collected from the site assessment will be incorporated into the 30% design report (see Task 3). > A Cultural Resource Pedestrian Survey is not included in this scope of work. If necessary due to results from desktop review or agency consultation it will be added through a change order process.
Task Deliverables
<ul style="list-style-type: none"> > Existing Conditions Hydraulic Model > Hydrology and Hydraulics Appendix for Design Report (provided at each of the 30%, 60%, 90%, and 100% design phases) > Geomorphic Analysis Appendix (provided at each of the 30%, 60%, 90%, and 100% design phases)

Reference: Pioneer Park Riparian Restoration

- > Final Proposed Conditions HecRAS 2D Model shall be supplied to the City upon project completion.
- > Technical memo reporting the cultural resources desktop review findings and an inadvertent discovery plan as required by the funding agency.

3. Task 3: Preliminary Plans and Design Report

3.1. Concept Alternatives (30% Design)

- At the 30% Design level, Stantec will create a maximum of 3 design alternatives in collaboration with the City.
- A 30% Concept Alternatives Evaluation Matrix will be completed for the City to utilize in stakeholder discussions. Matrix will include issues relevant to the decisions making process such as potential cost, timeline, impact to recreation and park usage, bank stability, habitat or stream restoration enhancements, etc. in coordination with the City.
- A 30% Design Report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the Concept Alternatives phase and proposed concept moving forward.

3.2. 60% design development

60% design development stage will be focused on advancing the chosen 30% preferred alternative to a level that can be used for project permitting. The 60% level design and report will contain the following:

- 60% level plan set (Permit Set) limited to required information for permitting
- 60% Engineer's Cost Estimate

Reference: Pioneer Park Riparian Restoration

Task Assumptions
<ul style="list-style-type: none"> > Up to three (3) alternatives will be developed and prioritized. Additional alternatives may be added to the Scope of Work at approved hourly rates. > Milestone deliverables (30% and 60%) will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes). > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.
Task Deliverables
<ul style="list-style-type: none"> > 30% Design Plans > 30% Alternative Evaluation Matrix > 30% Design Report > 30% Preliminary Planning Level Cost Estimate > 60% Design Plans including 60% TESC, dewatering, and stream diversion plans > 60% Design Report > 60% Engineer's Cost Estimate > 60% Special Provisions Outline > 60% Cut/Fill Volumes for Permit Requirements > 60% Environmental Permit Identification

4. Task 4: Permitting

Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- 4.1. Archeological and Cultural Resources Report (GEO 21-02)
- 4.2. Hydraulic Project Approval (HPA)
- 4.3. State Environmental Policy Act (SEPA)
- 4.4. Water Quality Certification (Section 401)
- 4.5. JARPA (Section 404)
- 4.6. Critical Areas Ordinance Certificate of Compliance
- 4.7. No-Rise Certification Statement
- 4.8. 319 Load Reduction Reporting - STEPL

Reference: Pioneer Park Riparian Restoration

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

Task Assumptions
<ul style="list-style-type: none"> > All meetings and communication associated with Task 4, are covered under this task. > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required. > Water Quality Certification (Section 401) will be included in the JARPA permitting process. > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required. > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract. > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort. > The City is responsible for all permit fees. > Permits will be submitted, and comments will be addressed during a single round of submittal, review and resubmit to agencies. > Permits not listed above shall not be covered by this scope of work but may be added through a change order.
Task Assumptions
<ul style="list-style-type: none"> > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents.

5.1. The 90% plan set will include:

- Cover sheet
- Notes, Legend, and Summary of Quantities
- TESC, dewatering, and stream diversion plan
- Structure plan, profile, and details
- Large woody debris and/or other habitat elements details

Reference: Pioneer Park Riparian Restoration

- Planting plan and details
- 5.2. 90% Design Report
 - 5.3. 90% Engineers Cost Estimate
 - 5.4. Technical Specifications

Task Assumptions
<ul style="list-style-type: none"> > Meetings associated with Task 5, will be covered under Task 1: Project Management and Meetings > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision > The 90% plan set will include permit conditions where feasible > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken). > Plan set estimated to be 16 sheets total. > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.
Task Deliverables
<ul style="list-style-type: none"> > 90% Design Plans > 90% Design Report > 90% Engineer's Cost Estimate > 90% Draft Technical Specifications

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. The Final Design Set will include:

- 6.1. Engineer-stamped construction-level Final Plans
- 6.2. Final Engineer's Cost Estimate
- 6.3. Technical Specifications

Task Assumptions
<ul style="list-style-type: none"> > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.

Reference: Pioneer Park Riparian Restoration

- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Design Report
- > Final No-Rise Certification Documentation

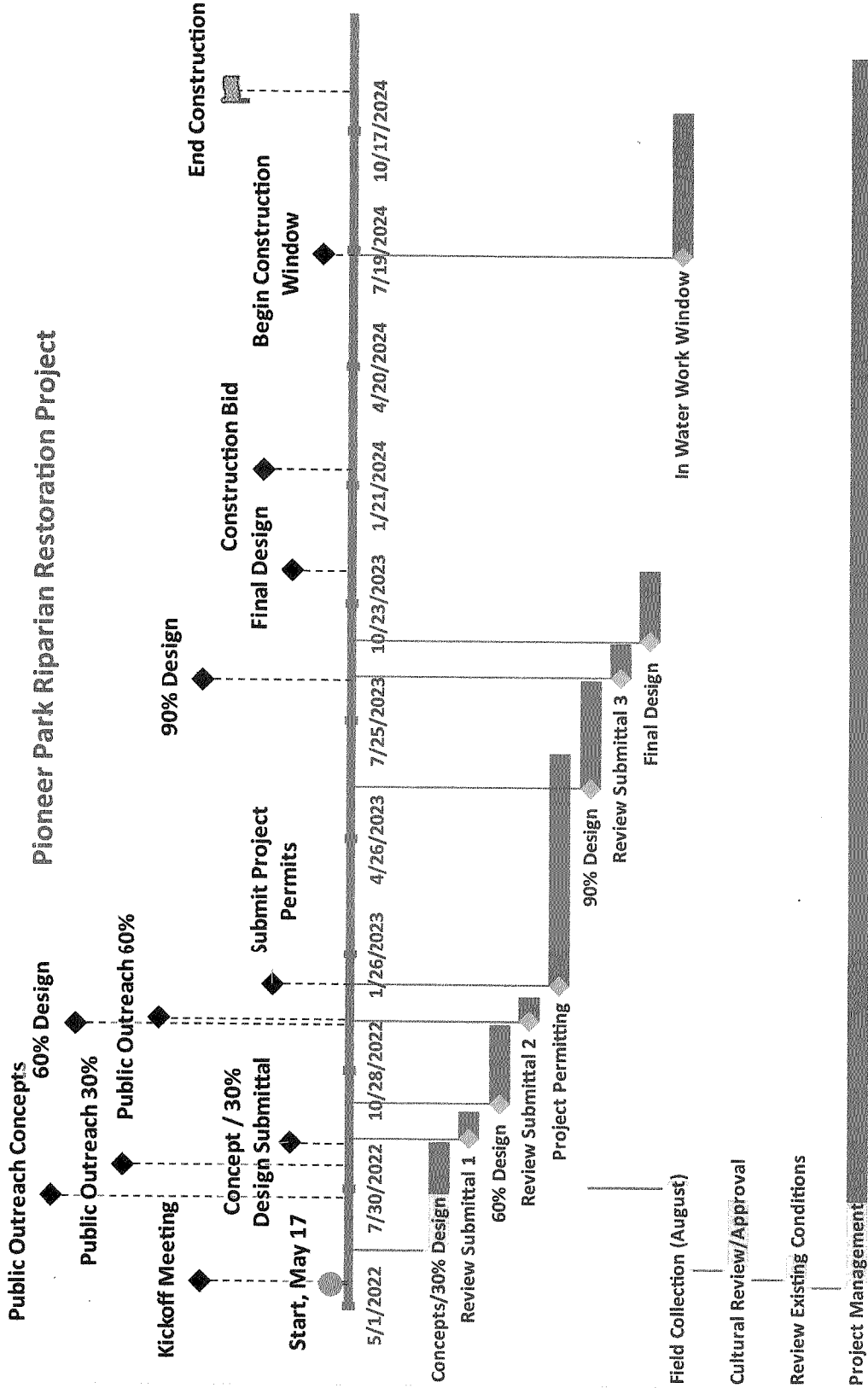
7. Proposed Schedule

Task/Deliverable	Completion Date
Notice to Proceed	5/17/2022
Kickoff meeting	5/19/2022
Draft Cultural Resources Report and Inadvertent Discovery Plan	6/15/2022
Site Investigation, Site Survey Data Collection and Analysis	7/20/2022
Concept Alternatives (30% Design)	9/02/2022
60% Design Plans, Design Report, and Cost Estimate	12/02/2022
JARPA Submittal	1/02/2023
90% Design Plans, Design Report, Cost Estimate, and Technical Specifications	8/25/2023
100% Design Plans, Design Report, Cost Estimate, and Technical Specifications	11/17/2023
Bid Solicitation	2/02/2024
Construction	7/15/2024

Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128



Pioneer Park Riparian Restoration Project





Stantec Consulting Services Inc.
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8. Proposed Budget

Top Task/Deliverable	Top Task Budget
Task 1: Project Management and Meetings	\$26,828
Task 2: Data Collection	\$43,484
Task 3: Preliminary Plans and Design Report	\$34,361
Task 4: Permitting	\$20,430
Task 5: 90 Percent Plans and Design Report	\$19,174
Task 6: Final Plans and Design Report	\$9,467
Total Project Cost	\$153,744

Respectfully,

STANTEC CONSULTING SERVICES INC.

Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

Design with community in mind

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

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

State of Washington)

) ss

County of)

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

Joe Richards

, being first duly sworn, on their oath, states

that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby

certifies that Stantec, Inc. is in compliance

(Name of Firm)

with TMC 3.46.

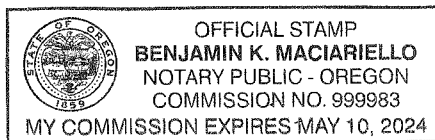
Signed

Joe Richards

Type/Print Name

Subscribed and sworn to before me this 28 day of June, 2022Benjamin K Maciariello

Type/Print Name



Notary Public in and for the State of

Washington, OregonMy commission expires May 10, 2024