



**CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, June 06, 2023
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: Juneteenth - June 19, 2023
 - [b.](#) Proclamation LGBTQIA2S+ Community Pride Month June 2023
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Worksession, May 9, 2023
 - [b.](#) Approval of Minutes: City Council, May 16, 2023
 - [c.](#) Approval of Minutes: City Council Worksession, May 23, 2023
 - [d.](#) Payment of Vouchers (Shelly Carter)
 - [e.](#) Grant Agreement with the Department of Natural Resources for Community Forestry Assistance (Alyssa Jones Wood)
 - [f.](#) Reappointment of Rado Shane Harrington to the Board of Parks and Recreation Commissioners (Hanna Miles)
 - [g.](#) Thunder in the Valley 4th of July Fireworks Display Permit (Brian Hurley)
- 7. Public Hearings:**
 - [a.](#) Resolution No. R2023-008 Six-Year Transportation Improvement Program (Mary Heather Ames)
 - [b.](#) Third Amendment to Development Agreement between the City of Tumwater and the Craft District (Brandon Hicks)
- 8. Council Considerations:**
 - [a.](#) Resolution No. R2023-009, Golf Cart Lease (Chuck Denney)
 - [b.](#) Offsite Lease with South Puget Sound Community College (Dan Smith)

- c. [Service Provider Agreement with TCF Architecture, PLLC, for the City Operations and Maintenance Facility Design \(Bill Lindauer\)](#)

9. Committee Reports

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

Watch Online

<https://tcmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 826 6120 0333 and Passcode 908524.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 826 6120 0333 and Passcode 908524.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_DhiitHSVTaiya69hOZY62Q

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

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

Post Meeting

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

<https://tcmedia.org/channels.php>

Accommodations

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

Proclamation

WHEREAS, our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, on January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves “shall be then, thenceforward, and forever free”. The Emancipation Proclamation made the permanent abolition of slavery and provided the legal framework for the emancipation of nearly four million slaves in states that had seceded from the United States; and

WHEREAS, on June 19, 1865, nearly nine decades after our Nation’s founding, and more than two years after President Lincoln signed the Emancipation Proclamation, enslaved African Americans in Galveston, Texas, finally received word that they were free; and

WHEREAS, celebration of Juneteenth began June 19, 1866, with parades, cookouts, prayer gatherings, musical performances and historical cultural readings. As freed families emigrated away from Texas, they carried the Juneteenth celebration with them, commemorating Juneteenth with celebrations across the country; and

WHEREAS, Juneteenth is a day of profound significance. Slavery has left a catastrophic and unrelenting legacy of trauma for generations of African Americans. Also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, Juneteenth is a holiday that celebrates the emancipation of slavery and a day that reminds us of our incredible capacity to heal, hope, and emerge from our darkest moments with purpose, resolve, and unity; and

WHEREAS, members of the Fred U. Harris Lodge #70 have hosted a community-wide BBQ annually in celebration of Juneteenth for more than 40 years, drawing over 500 participants. With the formal recognition of Juneteenth as a federal, state and City holiday, members of the Lodge have invited the cities of Lacey, Olympia and Tumwater to join in the celebration of Juneteenth; and

WHEREAS, people in the Olympia-Lacey-Tumwater area are invited to join the Fred U. Harris Lodge #70 on Saturday, June 17th, from 11:30 a.m. to 4:00 p.m., at the Regional Athletic Complex (RAC) in Lacey to celebrate this African American cultural tradition with music, BBQ, and activities in a community-wide celebration of Juneteenth.

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

Juneteenth
June 19, 2023

and I call on the people of Tumwater to join together on Juneteenth, to reflect on the past, to commit together to continue to eradicate systemic racism, to look to the future, and to work each day to lift each other up for collective prosperity and liberty.

Signed in the City of Tumwater, Washington, and recognized on this 6th day of June in the year, two thousand twenty-three.



Debbie Sullivan
Debbie Sullivan
Mayor

Proclamation

WHEREAS, the City of Tumwater recognizes that one of its greatest strengths is the diversity of its people and has a long standing tradition of upholding the dignity of the individual, supporting legal equality and fair treatment for all people, and ensuring that acts of discrimination and hatred will not be tolerated; and

WHEREAS, in 1993, the City of Tumwater passed its first ordinance to protect people from discrimination by adding "sexual orientation" to its Unfair Housing Practices law; and

WHEREAS, in 1997, Tumwater became the smallest city in the United States to grant domestic partnership benefits to its employees and has since enacted several policies to ensure equality for all Tumwater residents such as the Equal Benefits Ordinance; and

WHEREAS, the City of Tumwater is a national leader in affirming the civil rights and innate dignity for all people and encourages the free expression of all cultural traditions and personal talents for the social enrichment and betterment of the community; and

WHEREAS, Tumwater's Diversity Policy Statement affirms its belief that diversity strengthens workforce competence and performance, celebrates and values individual differences, serves an increasingly diverse society, ensures the relevance of the City's Mission, programs and services, and is crucial to the City's ability to serve every resident; and

WHEREAS, in recognition of the Stonewall Uprising, considered the tipping point for the gay rights movement in the United States, each June, Americans come together to celebrate LGBTQIA2S+ Community Pride Month and honor their contributions to society.

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

June 2023

LGBTQIA2S+ Community Pride Month

and I call upon the people of the City of Tumwater to join in celebrating diversity, promoting inclusion and equal protection under the law, and I further encourage people to join me in eliminating discriminatory policies and practices toward any culture, race, or group.

Signed in the City of Tumwater, Washington, this 6th day of June in the year, two thousand twenty-three.



Debbie Sullivan

 Debbie Sullivan
 Mayor

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
May 9, 2023 Page 1**

CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausser, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Communications Manager Ann Cook, and Information Technology Manager Lance Inman.

CHANGES TO AGENDA: The Council Consideration item on 2023 Legislative Session Report was deferred to another meeting.

EXECUTIVE SESSION: **Mayor Sullivan recessed the meeting at 6:02 p.m. for approximately 15 minutes to evaluate the qualifications of an applicant for public employment pursuant to RCW 42.30.110(g). Action will follow the executive session.**

At 6:17 p.m. Mayor Sullivan extended the meeting another five minutes.

RECONVENE: **Mayor Sullivan reconvened the meeting 6:25 p.m.**

CONSENT CALENDAR: a. 2023-2028 Nisqually Jail Service Agreement

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

COUNCIL CONSIDERATIONS:

CONFIRMATION OF APPOINTMENT AND APPROVAL OF EMPLOYMENT AGREEMENT WITH LISA PARKS AS CITY ADMINISTRATOR: City Administrator Doan reported that with his pending retirement, the City announced the opening of the City Administrator position. The City contracted with a consulting firm to assist the City in the nationwide recruitment process that included a multi-day interview process involving different constituents, workgroups, labor unions, and the community. A public reception was hosted with all candidates with the Council and the public invited to participate. The Mayor proposes the hiring of Lisa Parks to serve as Tumwater’s next City Administrator. Ms. Parks currently serves as the Executive Services Director for the Port of Olympia serving since 2021. Prior to her employment with the Port of Olympia, Ms. Parks served as a planner in private practice and served as the Executive Director for the Port of Douglas County in Eastern Washington for eight years and a Community Development Director in the City of Leavenworth and a Planner in Douglas County. Ms. Parks is a graduate of Eastern Washington University and is a member of a number of professional organizations.

City Administrator Doan said he worked with Ms. Parks on issues surrounding

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the pocket gopher as well as meeting with all candidates. He developed the employment contract in conjunction with input from Ms. Parks and recommended the Mayor consider the employment contract.

Ms. Parks said she is honored to be selected as Tumwater's new City Administrator. She thanked everyone involved in the selection process. She is excited to join a fantastic organization and is committed to working collaboratively with the Mayor, the Council, and staff, as well as the larger community as the City works through a myriad of challenges and opportunities. She thanked City Administrator Doan for his service for the last 13 years.

Councilmember Dahlhoff reported she received feedback from eight individuals. The Council also received feedback from the City's three unions with a request. She acknowledged her bias with the community members who contacted her as well as her bias as a current union member and her family's involvement and engagement with union employment for generations. With respect to the community, City staff, union members, and to the Council, she will vote against the motion.

Councilmember Althausser acknowledged the strong feelings about the proposed action, which likely is beneficial as it speaks to the future of the community. Those likely are the same goals shared by the candidate. Everyone has a vested and deep interest to ensure the community is thriving, supportive, and inclusive. He spent time on his decision and his vote, as well as considering the role of the Council in the process. The decision is not to be considered lightly. When the voters elected Mayor Sullivan, they elected an executive officer with the power to fill the vacancy when it became open at any point in time. This is likely a watershed moment for the Mayor and for the City moving forward. The process was constructed to provide input to the Mayor with the Council also providing input. The question before the Council is somewhat limited because the Council is not considering another candidate. His method of evaluation of the candidate included authorization of the contract and the salary and whether they are commensurate with the experience of the candidate. He believes that the package is fair and the compensation of \$169,000 per year is appropriate. Another issue is whether the contract provides adequate protections for the City in the event something unforeseeable happens and whether the Mayor's power of retention and dismissal is retained in the contract. He believes it is retained because the position is an at-will position. The contract provides for six months of severance pay should there be an unforeseeable separation. He reviewed the contract to determine whether terms were missing in the contract that should be included. He did not note any glaring omissions, errors, or provisions that he believes should have been corrected. The last evaluation is whether the candidate is qualified. It is not a question of whether he preferred another candidate, it is a question of whether the candidate meets the qualifications that were in the job description. Although the Council was not directly involved in the interviews of the candidates, the Council received all resumes

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and other materials and answers to questions. Based on those materials, he believes Ms. Parks is qualified based on her employment history. He used the four metrics to determine a decision and based on the answers, he believes the appointment is appropriate.

MOTION:

Councilmember Althaus moved, seconded Councilmember Jefferson, to confirm the Mayor's appointment of Lisa Parks as the City's next City Administrator and authorize the Mayor to sign the proposed Employment Agreement. A voice vote approved the motion. Councilmember Dahlhoff voted against.

Mayor Sullivan welcomed Ms. Parks and said she is looking forward to working with her.

Councilmember Agabi remarked that during the reception with the candidates, he asked each candidate why they applied for the position. He recalled his discussion with Ms. Parks about the changes occurring in Tumwater and how he was pleased with the prospect of a woman City Administrator. He welcomed Ms. Parks to the City while acknowledging that changes can often be difficult.

Ms. Parks conveyed appreciation for the conversation because she understands the gravity and seriousness of the decision and the responsibility of the position. She supports an open door policy and is appreciative of direct and transparent conversations about concerns, ideas, and successes.

Councilmember Cathey welcomed Ms. Parks and is glad to learn that she supports an open door policy. She appreciated City Administrator Doan's open door policy. Although she is sad City Administrator Doan is leaving, he was the right person to lead Tumwater for the last 13 years. She thanked him for his support to the Council and for his service in support of the City.

**COUNCIL TABLET
COUNCIL DEVICE
REPLACEMENT
DISCUSSION:**

Manager Inman briefed the Council on the proposal to consider replacement of the Council's iPads, which are four years old and were not conducive to hybrid meetings requiring the addition of another iPad for each Councilmember to view documents. Staff explored and is presenting two options of retaining two iPads with the addition of either an iPhone or Google phone or considering replacement with a single Windows laptop. The windows option enables the Council to view documents when participating in meetings virtually. The screen size is also larger. The City is moving to Microsoft hosted services for email and storage in the future. Another advantage of the laptop is remote access to assist the Council. Smart phones were also approved in the budget and can be ordered dependent on each Councilmember's selection.

The cost of each option is similar because of the need to use two iPads. It is likely the larger iPad will be retained to view documents with a new iPad for zoom. iPads have a longer battery life and hardware and software are more predictable.

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Manager Inman explained that for Councilmembers wishing to retain the iPad option, staff would replace the mini iPad with an iPad Pro.

Several Councilmembers shared that they prefer the mini iPad because they are more convenient when traveling.

The Council was advised to notify staff within the next week about their preference. Manager Inman added that if the preference is for an iPad option, an iPhone should also be ordered.

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

**FUTURE OF HYBRID
AND VIRTUAL
MEETINGS:**

City Administrator Doan said the topic is a continuation of a previous discussion on hybrid, virtual, and in-person meetings. With the exception of Council worksessions and Council committee meetings that are held virtually, other meetings are hybrid meetings with both in-person and virtual options. He invited feedback on whether to continue the current practice or consider any changes.

Councilmembers shared their respective preferences and discussed the pros and cons of both virtual and in-person meetings. Discussion ensued on conducting worksessions via hybrid rather than virtually. Staff advised that the training room at the Fire Station would likely require some upgrades to support a hybrid meeting option. Staff confirmed they would develop a proposal for review by the Council at a future worksession.

**EXECUTIVE
SESSION:**

Mayor Sullivan recessed the meeting at 7:16 p.m. to discuss Real Estate Acquisition pursuant to RCW 42.30.110(1)(b) for approximately 15 minutes. No action will follow the executive session.

**RECONVENE &
ADJOURNMENT:**

Mayor Sullivan reconvened and adjourned the meeting at 7:38 p.m.

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

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

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althaus, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Police Chief Jon Weiks, Transportation & Engineering Director Brandon Hicks, Assistant Transportation and Engineering Director Mary Heather Ames, Utility Operations Manager Steve Craig, Engineering Services Manager Bill Lindauer, Planning Manager Brad Medrud, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**PROCLAMATION:
PUBLIC WORKS
WEEK MAY 21-27,
2023:** Councilmember Swarthout read a proclamation declaring the Week of May 21-27, 2023 as *Public Works Week* in the City of Tumwater. The proclamation urges the community to learn about the City’s public works facilities and services, and to recognize Water Resources and Sustainability and Transportation and Engineering employees for the substantial contributions they make to protect community health, safety, comfort, and quality of life in Tumwater.

Assistant Transportation and Engineering Director Ames and Utility Operations Manager Craig accepted the proclamation. This year’s theme during National Public Works Week is *Connecting the World Through Public Works*. Public works connects the entire community through infrastructure and services and enhances the quality of life for the communities served.

Assistant Director Ames and Manager Craig described some of the services provided by public works.

**OFFICER OF THE
YEAR:** Police Chief Weiks recognized K9 Officer Chase Grimmatt as the 2022 Officer of the Year. Officer Grimmatt has been with the Police Department for four years and is one of the most selfless and dedicated officers of the department. Officer Grimmatt is always willing to help, never complains, and goes out of his way to help anyone at any time. He is well liked by everyone he meets. Officer Grimmatt was recently selected the department’s second K9 Officer, which speaks to his dedication, hard work, maturity, and drive. The Officer of the Year is selected by peers within the Police Guild membership.

Police Chief Weiks presented Officer Grimmatt with a plaque acknowledging his selection as 2022 Police Officer of the Year. Police Chief Weiks recognized the late Bill McLaughlin, who for many years recognized Tumwater's Police Officer of the Year by presenting a U.S. Flag which was flown over the U.S. Capitol, Washington State Capitol, and City Hall. Police Chief Weiks presented the U.S. Flag to Officer Grimmatt.

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Officer Grimmatt thanked the Council and his fellow officers for their recognition and his wife and parents for their support. He thanked officers of the department’s patrol division for their support.

Mayor Sullivan reported that Officer Grimmatt also received several Life Saving Awards during a training event in Shelton.

**2022
TRANSPORTATION
BENEFIT DISTRICT
ANNUAL REPORT:**

Assistant Director Ames presented the Transportation Benefit District Annual Report for 2022.

Tumwater’s Transportation Benefit District (TBD) generates revenue for transportation projects through sales tax as established by voter approval in September 2014. The TBD exists to preserve and maintain City street infrastructure.

An RCW overseeing the TBD requires the preparation and issuance of an annual report covering the financial and construction details of the previous year. A draft report has been prepared for the Council’s consideration for approval and release.

During 2022, the TBD completed planning for preparation of the pavement projects affecting many areas of the City, completed some design work for projects scheduled for construction in 2024, and completed final construction details of the 2021 projects funded by the TBD.

In 2023, the TBD is scheduled to support the 2023 Pavement Maintenance Project and the annual striping project. The TBD will fund a contractor to complete the City’s pavement rating inventory that is used in the planning of future transportation projects. The TBD is planning for the 2024 Pavement Maintenance Project to include chip seal, overlay, and road striping.

Assistant Director Ames requested approval to release the TBD Annual Report for posting on the City’s website for ease of access and for the release the report to local media in accordance with state law.

The Council supported the release of the 2022 TBD Annual Report.

PUBLIC COMMENT: There were no public comments.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, May 2, 2023
- b. Payment of Vouchers
- c. Service Provider Agreement for Bush Prairie Habitat Conservation Plan Phase 3
- d. Cancellation of the June 20th Regular Council Meeting
- e. Association of Washington Cities 2023 Annual Business Meeting Voting Delegates
- f. Letter of Understanding with Squaxin Island Tribe

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MOTION: Councilmember Swarthout moved, seconded by Councilmember Althausser, to approve the consent calendar as published. Motion carried unanimously.

**COUNCIL
CONSIDERATIONS:**

**2023 PAVEMENT
MAINTENANCE
PROJECT, AWARD
AND AUTHORITY
TO SIGN
CONTRACT:**

Manager Lindauer reported the 2023 Pavement Maintenance Project includes a blend of arterials, collectors, and local residential streets. The project focuses on pavement rehabilitation and overlays. The project also includes curb ramp replacement, crack sealing, and Citywide pavement markings. The project is twice as large as the 2020 project.

Manager Lindauer identified the areas of the project and described the specific components of improvements for each site.

Bids for the project were opened on May 10, 2023. Five bids were received ranging from \$3,857,857.00 to \$4,125,393.50. The Engineer’s estimate for the construction contract is \$4,000,188.00. The lowest bidder was Miles Resources, LLC, of Puyallup, Washington.

In response to several questions, Manager Lindauer explained the City’s process for evaluating the qualifications and reliability of a contractor. City projects pay prevailing wage. The contractor must also comply with all City contracting requirements

Director Hicks added that the City sends the bidding advertisement to the Office of Minority and Women Business Enterprises (OMWBE) voluntarily as there is no specific requirement. OMWBE advertises the project to small, minority, women, and veteran-owned businesses.

Manager Lindauer reported following a review of the contractor’s qualifications and standing and the bidding documents, staff recommends approving the contract as the company is a fair and qualified company to complete the project. If approved, the work would begin in June and completed in September.

MOTION: Councilmember Swarthout moved, seconded by Councilmember Althausser, to award and authorize the Mayor to sign a Public Works contract with the lowest bidder Miles Resources, LLC, of Puyallup, WA, in the amount of \$3,857,857.00, for the 2023 Pavement Maintenance Project. Motion carried unanimously.

**REGIONAL
HOUSING COUNCIL
FRANZ ANDERSON**

Manager Medrud presented the proposal to draft a letter of commitment to the City of Olympia for the use of the City’s ARPA funds for a project sponsored by the Regional Housing Council (RHC). The City determined the Franz

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**PROJECT – LETTER
OF COMMITMENT:**

Anderson project would be an equitable choice to support permanently supportive housing project in the City of Olympia creating affordable, long-term housing. Another project near the site of the Franz Anderson permanently supportive housing project is a temporary village developed for placement of displaced individuals living in homeless encampments along state right-of-ways. The proposed project is located on the western portion of the site and serves as the next step in transitioning the homeless from the temporary village to permanent supportive housing. The project is located off Franz Anderson Road located west of the Olympia freeway interchange near Pacific Avenue.

The City of Olympia City Council was briefed on the project on May 9, 2023. Work has been initiated on the project by Olympia staff to draft a purchase and sale agreement for consideration in June. Olympia staff is drafting an interlocal agreement between the cities of Lacey, Olympia, and Tumwater and Thurston County for the use of ARPA and other funds to support the project. The City’s General Government Committee was briefed on the project on May 10, 2023. The committee recommends the Council approve moving forwarding with drafting the letter.

City Administrator Doan advised that the Council designated \$550,000 in ARPA funds to regional housing projects. Of that amount, \$275,000 was dedicated to the Thurston County Housing Authority project on Capitol Boulevard.

Jacinda Steltjes with the City of Olympia described the purpose and the content of the proposed letter.

MOTION:

Councilmember Althausser moved, seconded by Councilmember Swarthout, to approve sending the letter of commitment to the City of Olympia for the use of City ARPA funds for the Franz Anderson project. Motion carried unanimously.

Mayor Sullivan acknowledged the attendance of several students from Black Hills High School.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:
*Leatta Dahlhoff***

The May 9, 2023 meeting was cancelled. The next meeting is scheduled on June 13, 2023 at 8 a.m. The agenda includes a briefing on 2022 police data use of force.

**GENERAL
GOVERNMENT:
*Michael Althausser***

The committee met on May 10, 2023 and reviewed the Franz Anderson proposed letter, discussed the tree and vegetative preservation regulations update, and approved a service provider agreement for the Brush Prairie

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Habitat Conservation Plan. The next meeting is scheduled on June 14, 2023 at 8 a.m.

PUBLIC WORKS:
Eileen Swarthout

The next meeting is scheduled on May 18, 2023 at 8 a.m. The committee will consider a resolution for the Six-year Transportation Improvement Program and receive a presentation on the Investment Grade Audit proposal.

**BUDGET AND
FINANCE:**
Debbie Sullivan

There was no meeting and no report.

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

City Administrator Doan recognized all public works employees in Water Resources and Sustainability and Transportation and Engineering.

City Administrator Doan announced the hiring of the City's new Deputy City Clerk, Brandy Legomina.

City Administrator Doan noted that the TBD has utilized TBD funds to leverage over \$6 million in grants over the last eight years.

The City installed three electrical vehicle charging stations at City Hall for employees and the public.

City Administrator Doan acknowledged the efforts of the Community Development Department, Tree Board, Planning Commission, and Sustainability Coordinator Jones Wood, as well as to the Council for the adoption of the Urban Forestry Management Plan, which recently received awards from the American Planning Association and the Planning Association of Washington for Sustainability.

Mayor Sullivan reported the Intercity Transit Authority received an update on the participation of 135 bicycle commuters in the Earth Day Market Ride on Saturday, April 22, 2023. Interviews of the next operator class were recently completed. The Authority received a briefing on Intercity Transit's Zero Emissions Transition Plan.

Mayor Sullivan attended the May 6, 2023 South Sound Exceptional Women Award. Councilmember Dahlhoff's mother was one of the award recipients.

Mayor Sullivan participated in and spoke during a girl scout meeting at Peter G. Schmidt Elementary School on May 10, 2023. She attended the South Sound Military Communities Partnership for Elected Officials Council on May 11, 2023. On Saturday, May 13, 2023, she attended the Amtrak Centennial Station 30th year celebration. On Monday, May 15, 2023, she attended the Thurston EDC Investor Reception at the 1885 Steakhouse in downtown Olympia.

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On May 17, 2023 Mayor Sullivan is scheduled to attend the last meeting of the Executive Advisory Group for the Washington State Department of Transportation Marvin to Martin Road project.

**COUNCILMEMBER
REPORTS:**

Angela Jefferson:

At the May 8, 2023 Tumwater HOPES meeting, members finalized the key leader event annual meeting. The event is scheduled on June 7, 2023 with the location to be determined. Invitations will be mailed in the next several days. Members discussed the possibility of collaborating with the Opioid Task Force to participate jointly to distribute lock boxes for medicine storage during the Thurston County Fair.

At the May 16, 2023 Olympia and Beyond meeting, members discussed the *It's the Party* event on Thursday, June 1 from 5:30 to 7:30 p.m. at the Hands On Children's Museum sponsored by the Port of Olympia with support by Budd Bay Café, The River's Edge Restaurant, and the Oyster House Restaurant. Local performers will provide entertainment. Tickets are \$40 in advance and \$50 at the door.

Charlie Schneider:

There were no reports.

Joan Cathey:

The Solid Waste Advisory Committee meeting in May was cancelled.

Councilmember Cathey attended the May 10, 2023 General Government Committee meeting.

At the last meeting of the Olympic Regional Clean Air Authority, members received a briefing on ozone 101 then and now and steps necessary to ensure clean air. Members reviewed the 2024 budget for the Authority.

Councilmember Cathey attended the Regional Housing Council meeting with Councilmember Althausen.

Leatta Dahlhoff:

At the last meeting of TCOMM 9-1-1 Administration Board, members received information on the status of the analog radio to digital radio upgrade project approved by voters several years ago through an increase in sales tax of 1/10th of one percent. The project is scheduled for completion at the end of 2024. Members welcomed newly appointed but long-term employee, Jonnica Elkins, as the agency's new Deputy Director.

At the last LOTT Clean Water Alliance Board meeting, members received a carbon emissions inventory update. LOTT's main source of greenhouse gas emissions is electricity. Councilmember Dahlhoff suggested the City's Green Team should consider the definition of "green" for the City of Tumwater in

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terms of actions the City can take to improve the environment and reduce greenhouse gas emissions.

Councilmember Dahlhoff recently met with Lisa Gillotti, Founder & Executive Director of *Build a Bus Home*. The organization created a new umbrella, *Nurture Hope*, an overarching non-profit with numerous programs. Ms. Gillotti is seeking space for servicing buses and hosting a community hub for non-profits. Councilmember Dahlhoff provided site specifications to Tumwater staff who may know of potential sites.

Peter Agabi:

There were no reports.

Michael Althausen:

Members of the Regional Housing Council (RHC) adopted recommendations from the new advisory committees comprised of the Homelessness Advisory Committee and the Affordable Housing Advisory Committee. Members reviewed the funding recommendations for housing capital funds of approximately \$1 million. The RHC received \$1 million in project applications. Approximately \$500,000 was allocated to Homes First to acquire and rehabilitate two properties for permanent affordable housing units. The remaining funds were allocated to Habitat for Humanity for its Yelm project. Members reviewed the human services funding to consider projects requests of approximately \$600,000. The fund balance was approximately \$330,000. The Community Kitchen received the largest grant of \$107,000 followed by Thurston County Food Bank of \$75,000. TOGETHER received \$30,000 and smaller grants were awarded to other agencies. One recommendation from the advisory committee was returned to the committee as the project was focused on housing and homelessness rather than on human services. Members asked Thurston County to work with staff to develop a program to provide modest stipends to individuals who are serving on the advisory committees.

Councilmember Althausen acknowledged staff for receiving the award for the Urban Forestry Management Plan from the American Planning Association which speaks to the professionalism of staff and the good work in developing the plan.

Eileen Swarthout:

There were no reports.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:06 p.m.

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

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
May 23, 2023 Page 1**

CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althaus, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Communications Manager Ann Cook, and Sustainability Coordinator Alyssa Jones Wood.

**CARBON
SEQUESTRATION
WHITE PAPER
UPDATE:**

Coordinator Jones Wood reported the Carbon Sequestration White Paper is a component of the Interlocal Agreement Work Plan for the Thurston Climate Mitigation Plan. The white paper was presented to the Climate Action Steering Committee in February. She introduced Senior Planner Allison Osterberg with Thurston Regional Planning Council (TRPC), who authored the white paper.

Ms. Osterberg said she worked with the City of Tumwater and the cities of Lacey and Olympia and Thurston County to develop the Climate Mitigation Plan in 2020. Carbon sequestration was part of the overall plan as a climate mitigation strategy.

Carbon sequestration is a process occurring naturally where carbon dioxide is removed from the atmosphere and stored elsewhere, either through natural or artificial processes. Naturally, carbon dioxide is removed from the atmosphere, converted to carbon, and stored in soil, water, and vegetation.

The Intergovernmental Panel on Climate Change (IPCC) is the United Nations body for assessing science related to climate change. The IPCC has completed modeling to address climate change and reduce emissions. Modeling pathways dictate some type of carbon removal process as necessary to meet the international climate targets established by the IPCC.

The concept of carbon stock is when carbon is stored, such as in trees, rocks, or other materials. Storage of carbon stock is typically measured as tons of carbon. Another concept is carbon flux, which is representative of change and the way carbon moves from the atmosphere into vegetation or from vegetation to the soil or from the soil to the atmosphere.

Carbon flux is measured as metric tons of carbon dioxide equivalent per year. The term can often be confusing as many contend that older larger trees sequester more carbon while others contend younger trees sequester more carbon. Both statements can be correct as older larger trees store much more carbon while younger trees are drawing more carbon from the atmosphere. Both concepts are important in maintaining a bank of carbon that is not released in the atmosphere and contributing to emissions.

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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Carbon sequestration occurs through biological sequestration or geological carbon sequestration by storing carbon dioxide in underground geologic formations, or rocks. Typically, carbon dioxide is captured from an industrial source, such as steel or cement production, or an energy-related source, such as a power plant or natural gas processing facility and injected into porous rocks for long-term storage.

The Thurston Climate Mitigation Plan focuses on biological (terrestrial) sequestration. An action is included in the plan focused on blue carbon as a priority identified by the Squaxin Island Tribe. However, the plan primarily focuses on options for terrestrial sequestration. Although terrestrial sequestration includes trees and vegetation, it also include agriculture or regenerative agriculture processes as identified in the plan, such as different types of agricultural practices to increase the amount of carbon withdrawn from the atmosphere into the soil through cover cropping or other practices. Native prairies also contribute to carbon sequestration through underground deep root systems of prairie plants. Prairie ecosystems do not sequester carbon at same rate of evergreen forests; however, prairies serve as an important potential source of carbon sequestration in the region.

The Thurston Climate Mitigation Plan specifically focuses on three types of carbon sequestration of regenerative agriculture, reforestation and planting, and prairie preservation and restoration. The plan includes strategies and actions tied to the strategies focused on the three types of sequestration. Assumptions in the plan use sequestration to offset countywide emissions rather than purchasing offsets for emissions outside of the county.

Plan partners completed a wedge analysis documenting emissions reflecting an increase over time. Targets were established to decrease countywide emissions by 45% by 2030 and 85% by 2050. Throughout the planning process, a number of state policies were adopted on energy use and transportation as ways to reduce emissions significantly in addition to local efforts. Combined state and local actions would be sufficient to meet the region's 2030 goal but would fall short of the 2050 goal. Sequestration helps to close the gap. Overall, sequestration would account for 10% of the overall emission reductions to meet the 2050 target. The figures are estimates, which speaks to the importance of using carbon sequestration in lieu of reducing more emissions because behaviors and activities will continue releasing emissions into the atmosphere. The plan offsets those emissions by increasing carbon sequestration in the region. The carbon sequestration target is 380,000 metric tons of carbon dioxide equivalents by 2050 by increasing soil carbon through agricultural practices and forestation and reforestation. The target is a rough estimation and does not include other factors that have since become part of the conversation. The plan does not include an estimate of carbon sequestration and carbon stock provided by existing trees and land cover. The plan also lacks an estimation

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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of carbon sequestration value by restoring prairie ecosystems or the value of urban trees other than a general estimate of overall conditions or impacts from the changes to land use, such as loss of forestland or conversion of forestland to development.

At the end of the planning process, questions remained on understanding how much carbon does land in Thurston County currently sequester or the county's baseline for existing carbon sequestration. The baseline is an important measure to gauge whether future activities are contributing or reducing sequestration. Additionally, it was important to identify how much more carbon could be sequestered in the future based on certain practices. It was also important to identify those practices and whether the target is doable or feasible.

Following additional work to determine baseline sequestration for Thurston County, different methodologies were used to include the ICLEI LEARN tool using aerial images at different times to measure change in land use type over time. Basic estimates are factored on emission factors of different land use types. The tool was used to measure sequestration of forests and trees generating an estimate of 926,800 metric tons of carbon dioxide equivalent per year. The tool was not able to identify other types of land uses in Thurston County to factor within the sequestration baseline, such as agriculture uses and prairie areas. Other tools are available to provide more complete land use analysis, which is a future option for consideration.

In rural parts of the county, carbon sequestration represents the bulk of countywide carbon sequestration because most forested land is located in rural Thurston County. Trees within urban areas account for a smaller proportion of the overall baseline. Based on the analysis of emissions, carbon sequestration offsets only one-third of countywide emissions of the overall carbon emissions of 3 million metric tons each year. To cover the gap by 2050, trees and forests need to be sequestering an additional 375,000 metric tons of carbon dioxide equivalent each year, representing a 40% increase.

A number of different tools and literature were reviewed for estimates of strategies to increase carbon sequestration. Some tools were identified for increasing regenerated agriculture when possible, increasing reforestation on lands, increasing prairie preservation, and other actions not included in the plan or not prioritized as actions. Those actions include extending timber harvests on timberlands, avoiding conversion of forests to retain carbon sequestration, and tidal wetland restoration. The studies revealed that by combining those types of activities the outcome would result in an increase in carbon sequestration along with the actions within the Thurston Climate Mitigation Plan. Despite an ambitious process with the additional actions at a higher level, the county would continue to fall short of the sequestration target for 2050.

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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The White Paper outlines 30 different actions local jurisdictions can consider moving forward on. Some options include technical assistance, regulatory approaches, financial incentives, and some data needs.

One action is supporting rural forest conservation and incentive programs. Ms. Osterberg reminded the Council that the Thurston Climate Mitigation Plan is a shared responsibility to achieve the emissions target. All jurisdictions involved in the Thurston Climate Mitigation Plan have agreed that the way to achieve the 2050 target is through mutual actions for carbon sequestration. Possible actions moving forward considers state actions supporting carbon sequestration policies, such as the management of state forests and the feasibility of different regional incentive programs to conserve and increase rural forest management strategies.

A second option is focusing on alignment of existing programs for sequestration goals. All jurisdictions are nearing the periodic update of comprehensive plans. Considering the role of carbon sequestration during the update should be highlighted along with including policies supporting carbon sequestration. For Tumwater, it speaks to continuing the City's work on completing and implementing the Habitat Conservation Plan, which includes prairie preservation, conservation, and restoration recognizing the co-benefit of climate mitigation. Another long-term option is revisiting the carbon sequestration target in the Thurston Climate Mitigation Plan and identifying a new target based on new information to establish a target that is reasonable and feasible to achieve.

Another action is filling some data gaps. Preliminary estimates focused on baseline sequestration for trees; however, questions remain for other types of land uses. Protocols are available that would help identify a fuller picture of carbon sequestration across all land uses. Filling in gaps of information on prairies, which are unique in the region, is another important action.

Success will also be dependent upon support from community stakeholders by continuing to build relationships with community partners and tracking state and federal actions.

Some questions moving forward include the type of actions the community wants to take locally and regionally to achieve carbon sequestration targets and the role carbon sequestration plays in achieving those targets, such as adjusting assumptions or re-establishing targets based on current information. As new programs and information is released, it will be important to identify the role of carbon sequestration in the overall climate strategy for the region. Another question is the role of different carbon sequestration strategies and how much should be focused on forested areas, prairies, and different types of technologies. It is also important to identify

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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the long-term costs relative to the benefits of different strategies.

Other work underway in the state is work by the Department of Natural Resources to review carbon sequestration in its land management practices. DNR also launched a new carbon project that includes identification of lands sequestering higher levels of carbon to set-aside and manage for carbon sequestration available as carbon credits to generate funds for state lands.

The Washington State Conservation Commission sponsors a program supporting voluntary stewardship programs across the state and expanding the Sustainable Farms and Fields Program, which provide guidance on using regenerative agriculture practices in concert with climate mitigation efforts.

Washington's cap-and-invest program under the Climate Commitment Act sets a limit, or cap, on overall carbon emissions in the state and requires businesses to obtain allowances equal to their covered greenhouse gas emissions. Carbon offsets can be purchased by major polluters and emitters in the state as part of the climate market system. The only downside of the program are those projects that offset carbon emissions in Thurston County purchased by other entities from other regions benefit from the offset rather than Thurston County. Different carbon market systems could affect the county's ability to use local ecosystems to meet regional carbon emissions targets over the long-term.

Within the Thurston County region, forests and trees sequester approximately 927,000 metric tons of carbon dioxide equivalents each year; however, more information is required to ascertain an accurate baseline. Targets in the Thurston Climate Mitigation Plan are ambitious and difficult to achieve with fewer pathways. However, 2050 is in the future and new technologies and information could assist in aligning with the targets.

A number of options for partners in the region are available to move forward on carbon sequestration. It is important to consider the long-term outcome and although it is critical to initiate actions today, it will not be solved in the short-term but by sustained efforts.

Councilmember Dahlhoff noted that the county and rural communities are smaller versus urban communities that have twice the population as well as twice the budget. She asked about the option of jurisdictions buying credits from other sources. Ms. Osterberg agreed there is economic disparity between rural Thurston County and the cities. Rural forested areas serve as a resource for the entire county and it is important not to consider those resources as only county areas versus city areas. The Thurston Climate Mitigation Plan is based on a regional goal around emissions. Emissions may be higher in urban areas whereas there are more opportunities for

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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sequestration in the rural areas. It is important that all components are considered jointly.

Councilmember Althaus asked about the architecture of the systems for memorializing progress each jurisdiction achieves. For example, prairie land is a large issue in terms of providing sequestration in addition to old growth trees. Should the City preserve some prairie habitat for the pocket gopher in perpetuity, he questioned how that action would be memorialized to ensure the City achieves its targets. Another example is the City's efforts for updating regulations on removing trees, which will result in fewer trees removed Citywide. He asked how the City's progress on different policies would be memorialized to ensure it is reflected in the City's progress to meet emission targets. Ms. Osterberg replied that the questions are difficult as there are different choices each jurisdiction will make as to how detailed progress will be tracked and by what category. Although it is important to measure the progress of any policy changes, the effort would be expensive. The learning tool could document outcome but at a larger landscape scale that is not specific to any type of change in codes. Each jurisdiction will need to determine the level of reporting on outcomes.

Councilmember Cathey commented that the effort is both encouraging and discouraging as decades are no longer available to save the planet. Every action makes a huge difference. Every large tree removed is detrimental to the climate and sequestration. Although the City may be unable track all accomplishments, the City has a moral obligation to take more action on climate change because the City has declared climate as an emergency by updating the tree preservation ordinance and working with Thurston County and other jurisdictions. Climate today is an emergency and it is important to acknowledge the situation as an emergency. The City of Tumwater could take measures that are more specific and stronger, but the City continues to fall short. Climate emergency requires a conversation on the steps necessary to address the climate crisis.

City Administrator Doan thanked Ms. Osterberg for providing the update. As Councilmember Cathey has often pointed out, big trees are removed and replaced with "sticks." There likely is an opportunity as highlighted in the presentation of contending with challenges caused by the mandate of Growth Management to accommodate growth and housing. One potential opportunity is the preservation of rural forests to leverage tree loss in urban areas. Mid-aged forests could become permanent forests. Other options are prairies and gopher mitigation. The City's Habitat Conservation Plan speaks to preserving 1,500 acres of permanently preserved prairie. The City has struggled with the Legislature to secure investment funds for the initial purchase of land. Recent legislation for sequestration funding could be a potential way to help initiate a purchasing program. A small investment of several million dollars could seed the program, which could be replicated each year resulting in the conservation of 1,500 acres of permanently

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preserved prairie.

The Council shared their respective opinions on actions to address climate change.

Councilmember Swarthout said her service on the Climate Mitigation Steering Committee has been an interesting experience as the topic has many moving parts in terms of ways the region will address climate goals. The committee plans to review the Growth Management Act with jurisdictions adding climate goals within the update of comprehensive plans. Approximately 73% of rural forested areas are privately owned in Thurston County, which represents another challenge.

Councilmember Dahlhoff questioned the purpose of urban areas conserving trees if urban areas are rated low in terms of carbon sequestration. Ms. Osterberg offered that the comprehensive plan update affords an opportunity for the City to consider how to balance different priorities. As part of reviewing other communities, staff completed some case studies and identified some urban tree planting programs. Generally, trees in urban areas are valuable for many reasons. Carbon sequestration is one reason but not likely the major reason. The health of the community is the largest reason for cooling, stormwater management, for providing sense of place, and for community aesthetics. It is important to recognize carbon sequestration might be a goal but it should be considered in balance with other goals.

Mayor Sullivan asked how the health of forests factor as poor forest health increase the risk of wildfire and disease. Ms. Osterberg responded that climate change has contributed to forest health risks. The learning tool is capable of measuring risk, as well as by other types of assessments through the U.S. Forest Service to assess the health of forestlands. It is important to continue monitoring at some level over the long term.

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

**COUNCIL
FACEBOOK PAGE:**

City Administrator Doan said the discussion is a follow-up to the conversation during the Council's retreat last year. The issue is whether the Council is interested in an individual Facebook page understanding that there are tradeoffs and issues. He outlined different types of Facebook pages ranging from personal, campaign/political, or a City-sponsored Facebook page. The challenge of a City Facebook page is that the page is subject to the Public Records Act, which requires the City to archive the records and to have the ability to search the information.

Manager Cook shared examples of experiences by other city councils with

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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respect to social media choices.

Personal Facebook pages cannot be accessed using City devices. If a Councilmember receives a question or comment about City business on their personal page, the information must be forwarded to the City to avoid conducting City business through a personal page.

Manager Cook shared information on a city in Pierce County. A councilmember had a personal Facebook page for providing information to constituents. However, the city received a public records request and since the Facebook page was personal the city did not archive the page. Because the information constituted public information, the court ruled that the content was not created by an elected official and therefore the communication was not considered a public record. She encouraged the Council to consider whether the position as an elected official requires the post, whether the communication is an official City page, and whether the elected official is conducting City business. If the post consists of disseminating information already within the public realm, there should be no issues; however, discussions on Council business or matters before the Council would constitute conducting business.

Another Facebook page could be a campaign page, which requires adherence to the Public Disclosure Commission election guidelines.

An official or City-sponsored Facebook is managed by the elected official, which requires adherence to the City's social media policy and ethic guidelines and other state laws. The account would be archived for compliance with records retention and the official would be limited in friending or liking other pages to avoid conflicts with the Open Public Meetings Act by creating chain conversations that might constitute a quorum. The City page cannot be used for comments, links, or content that endorses a measure or another candidate.

Manager Cook shared another example of inappropriate communications by a city official in response to questions from constituents.

The Council declined the option of the City providing an individual City-sponsored Facebook page.

City Administrator Doan inquired as to whether there is any interest in changing the City's regular meeting to start at 6 p.m. rather than 7 p.m. The Council agreed to retain the current meeting time of 7 p.m.

Councilmember Cathey acknowledged June as Annual Pride Month and encouraged the City's annual tradition of flying the rainbow Pride flag at City Hall.

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
May 23, 2023 Page 9**

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:34 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: June 6, 2023
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- May 12, 2023 payment of Eden vouchers 173412 to 173429 in the amount of \$296,319.60 and electronic payments 902742 to 902754 in the amount of \$151,398.91 and wire payments of \$206,260.34; and Munis vouchers 180299 to 180396 in the amount of \$510,213.39 and electronic payments 903137 to 903161 in the amount of \$322,355.78;
- May 26, 2023 payment of Eden vouchers 173430 to 173453 in the amount of \$183,630.00 and electronic payments 902755 to 902762 in the amount of \$70,157.57 and wire payments of \$211,207.51; and Munis vouchers 180397 to 180481 in the amount of \$2,183,753.66 and electronic payments 903162 to 903190 in the amount of \$209,390.61.

2) Background:

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

Vendor	\$	Description
Garland/DBS, Inc	108,821.10	Tumwater Historical Park Roof Replacement PE#1
Homestreet Electric LLC	38,233.87	75% completion of EV Stations
ICF Jones & Stokes, Inc	28,213.60	Professional Services 3/1 to 3/31/23 – Bush Prairie Habitat Conservation Plan Phase 2
Simplot AB Retail, Inc	20,034.69	Golf Course Maint. Supplies
Thurston County	56,620.21	Qtr1 2023 Indigent Defense
WSP USA Inc	32,941.33	Professional Services through 3/31/23 – Inspection of Transportation and Water items
Bobbi & Amanda's Cleaning Svc	21,041.65	April Janitorial Services – Parks Facilities
Clary Longview, LLC	218,751.20	4 Police & 1 TED Ops replacement vehicles
Together!	25,770.75	April 2023 billing for Community Schools Program
AWC Employee Benefit Trust	137,017.06	June Premiums
Active Construction, Inc	1,147,726.63	I5/Trosper/Capitol PE#4
Cascade Recreation Inc	31,398.07	Preserve Park PE#5

Vendor	\$	Description
Core & Main LP	60,695.85	Water Meters Inventory
LOTT Wastewater Alliance	575,388.56	April LOTT Fees Collected
Tapani Inc	34,814.82	Preserve Park PE#4
Visitor & Convention Bureau of Thur	36,300.00	LTAC Funding – Experience Olympia & Beyond
WA St Dept of Transportation	27,679.41	I5/Trosper Fiber Repair
LEOFF Health & Welfare Trust	56,633.05	June Premiums for Police Guild
Shea Carr & Jewell, Inc.	61,185.05	Professional Services 4/2 to 4/29/23 – Capitol/Israel to M Street Design

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

3) Policy Support:

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

4) Alternatives:

- Ratify the vouchers as proposed.
- Develop an alternative voucher review and approval process.

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

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

EXHIBIT "A"

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

Munis

Voucher/Check Nos 180299 through 180396 in the amount of \$510,213.39

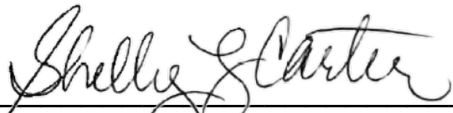
Electronic payment No 903137 through 903161 in the amount of \$322,355.78

Eden

Voucher/Check Nos 173412 through 173429 in the amount of \$296,319.60

Electronic payment No 902742 through 902754 in the amount of \$151,398.91

Wire payments of \$206,260.34



Asst. Finance Director, on behalf of the Finance Director

Checks dated 05/12/2023

EXHIBIT "B"

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

Munis

Voucher/Check Nos 180397 through 180481 in the amount of \$2,183,753.66

Electronic payment No 903162 through 903190 in the amount of \$209,390.61

Eden

Voucher/Check Nos 173430 through 173453 in the amount of \$183,630.00

Electronic payment No 902755 through 902762 in the amount of \$70,157.57

Wire payments of \$ 211,207.51



Shelly Carter

Asst. Finance Director, on behalf of the Finance Director

Checks dated 05/26/2023

TO: City Council
 FROM: Alyssa Jones Wood, Sustainability Coordinator
 DATE: June 6, 2023
 SUBJECT: Grant Agreement with the Department of Natural Resources for Community Forestry Assistance

1) Recommended Action:

Staff requests City Council approve and authorize the Mayor to sign the Community Forestry Assistant Grant Agreement Contract No. 93-105343 with the Department of Natural Resources providing grant funds for the completion of work supported by the Urban Forestry Management Plan.

2) Background:

The City of Tumwater has been awarded a Community Forestry Assistance Grant from the Department of Natural Resources (DNR). The scope of this project achieves six actions from the City Urban Forestry Management Plan. The scope of work includes:

- Updating the 2018 City Street Tree inventory to meet DNR inventory standards;
 - Completing an inventory of trees at City-owned parks, wells, stormwater facilities, and buildings;
 - Completing a sample-based inventory of trees on other City-owned properties;
 - Completing iTree analysis of trees on City-owned properties;
 - Launching a GIS StoryMap of the parks & buildings tree inventory inclusive of iTree analysis results; and
 - Producing a Community and Urban Forest Maintenance Report inclusive of a strategy for maintenance on a 4-year cycle, estimated costs of that maintenance, and prioritized tree-trimming and future planting areas to advance equity.
-

3) Policy Support:

2023-2024 Strategic Priority: Be a Leader in Environmental Sustainability.

- Implement the Urban Forestry Plan.
-

4) Alternatives:

- Request changes to the proposed grant agreement.
-

5) Fiscal Notes:

The grant award from DNR is \$40,000. City matching funds of \$20,000 will come from the "Urban Forestry Implementation" line item allocated in the 2023/2024 General Fund Budget for Urban Forestry Implementation.

6) Attachments:

- A. Department of Natural Resources Community Forestry Assistance Grant Agreement Contract No. 93-105343



**GRANT AGREEMENT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
CONTRACT NO. 93-105343**

PI: 244
Funding Source: Federal
Grant Funded: Yes No
OMWBE: Small Business Veteran Owned Not Applicable
Procurement method : Solicitation (RFA 23-39)

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "AGENCY/DNR", and the below named firm, hereinafter referred to as "GRANTEE."

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
Phone: 360-754-4140
Email: ajoneswood@ci.tumwater.wa.us
WA State UBI Number: 344000001
Federal Taxpayer Identification Number: 91-6001520
Statewide Vendor # (SWV): SWV0007172

1. PURPOSE

The intent of the 2023 Community Forestry Assistance grant program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with

trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this grant agreement is to complete an inventory of the City-owned urban forest, update the city's 2018 Street Tree inventory to include DNR required fields, and produce a Community and Urban Forest Maintenance Report to guide future maintenance.

2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the GRANTEE, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work. The GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work.

Projects must be located on public property, or be open to public access. Grant funds may not be used to meet ordinary maintenance and operating expenses.

- C. The GRANTEE shall produce the following written reports by the dates indicated below.
 - Midterm Report: December 29, 2023
 - Final Report: May 31, 2024

The GRANTEE must fill out a report template that includes the following information:

- Summary of the project status
- Achievements or setbacks (if any) to date
- Progress by activity, task, and deliverable
- Line item report of expenditures from the grant funding

The final report must be submitted with the final invoice at the conclusion of the project. The final report must include the following information in addition to the report template:

- Activities undertaken,
- Barriers and lessons learned,
- Any maps and other relevant graphics related to the deliverables,
- Outcomes achieved,
- Minimum Match Requirements Report (page 3, AWARD), and
- 400-500 word article telling the story of the project including references to DNR (and the USDA Forest Service if federally funded), local project partners, location, purpose, and outcomes as well as two high quality images

3. PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution through April 20, 2024 unless terminated sooner as provided herein. Amendments to extend the period of performance are not allowed.

4. AWARD

The total grant award payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed Forty Thousand Dollars (\$40,000). GRANTEE's compensation for services rendered shall be based on Exhibit C – Budget.

Unless otherwise determined, funding for this agreement is provided by USDA Forest Service grant, Grant No: 2019-DG-11062765-729 DNR Program Index 244, Project Code OKF.

Minimum Match Requirements Report

The minimum required amount of matching dollars for this grant award is \$20,000.

The GRANTEE must provide a report recording the source and amount of matching dollars (e.g. grantee, in-kind, donated cash match) that equals, or exceeds, the match requirement. This record must be submitted along with the Final Grant Report. The GRANTEE must also provide a list of any deliverables associated with the recorded match as well as a copy of created materials or data, if applicable. DNR reserves the right to withhold payment of the final invoice until the GRANTEE provides both the match record, and evidence of associated deliverables.

5. BILLING PROCEDURES

DNR will pay GRANTEE upon satisfactory acceptance of each fully completed activity and affiliated tasks outlined in the scope of work documented by associated deliverables as approved by the DNR Grant Manager. Invoices may only be submitted to the DNR Grant Manager along with the midterm report and final report. Invoices and the required supporting documentation must be submitted as one PDF document.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Agreement number 93-105343
2. Invoice date
3. Organization name and contact information
4. Primary contact phone number and email address
5. Narrative description of the work performed towards completing the activities, tasks, and deliverables
6. Detail of the expenses being billed for each activity and task
 - a. The detail format must reflect Exhibit B, Scope of Work; include the task and deliverable descriptions, and the amount
7. Supporting documentation for all expenses being billed
8. Total invoice amount

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

Payment will be made by check, warrant, or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

Special Budget Provisions

Transfer of funds between line items is allowed and shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Grant Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, this is subject to justification and a contract amendment.

Fiscal Year Closures

Under fiscal year closing procedures, the GRANTEE must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 14 of a given year. If DNR does not receive invoices and bills by July 14 of the year of the closing biennium, a considerable delay in payment may result.

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this grant agreement.

Final payment will be withheld until satisfactory acceptance of the final report (page 2, SCOPE OF WORK) and Minimum Match Requirements Report (page 3, AWARD).

6. OUTREACH AND PRINTED MATERIALS

All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

USDA Equal Opportunity statement must be included in all publications: *“The USDA is an equal opportunity provider and employer.”*

Appropriate agency logos may be used in addition to the above statement, and will be supplied to the GRANTEE. Use of agency logos must be reviewed and approved by the funding agencies prior to publishing.

7. GRANT MANAGEMENT

The Grant Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

GRANTEE Grant Manager Information	AGENCY Grant Manager Information
Bonnie Hale City of Tumwater 555 Israel Road SW Tumwater, WA 98501 <i>Phone: 360-754-4140</i> <i>Email address: bhale@ci.tumwater.wa.us</i>	Sajjadullah Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone: 360-915-3944</i> <i>Email address: sajjadullah.alokozai@dnr.wa.gov</i>
GRANTEE Project Manager Information	AGENCY Project Manager Information
Alyssa Jones Wood City of Tumwater 555 Israel Road SW Tumwater, WA 98501 Phone: 360-754-4140 Email address: ajoneswood@ci.tumwater.wa.us	Ben Thompson Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone: 360-485-8651</i> <i>Email address: ben.thompson@dnr.wa.gov</i>

8. INSURANCE

Before using any of said rights granted herein and at its own expense, GRANTEE shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR’s option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

GRANTEE shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. GRANTEE shall also provide renewal certificates as appropriate during the term of this Agreement.

GRANTEE shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of GRANTEE to have its subcontractors and agents comply with the insurance requirements contained herein does not limit GRANTEE’s liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: GRANTEE shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent GRANTEES, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: GRANTEE shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: GRANTEE shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." GRANTEE waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): GRANTEE shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. GRANTEE waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. GRANTEE waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that GRANTEE's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of GRANTEE is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: GRANTEE waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

9. ASSURANCES

AGENCY and the GRANTEE agree that all activity pursuant to this grant agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

10. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this grant agreement. In the event of an inconsistency in this grant agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit D.
3. Washington state statutes and regulations.
4. Special terms and conditions as contained in this basic contract instrument.
5. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
6. Exhibit B – Scope of Work.
7. Exhibit C – Budget.
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

11. ENTIRE AGREEMENT

This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

12. CONFORMANCE

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

13. APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF TUMWATER

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>
Debbie Sullivan	Andy Tate
<i>Name</i>	<i>Name</i>
Mayor	Community & Landowner Assistance
<i>Title</i>	Assistant Division Manager
555 Israel Road SW	1111 Washington Street SE
Tumwater, WA 98501	Olympia, WA 98504-7037
<i>Address</i>	<i>Address</i>
(360) 754-4120	(360) 902-1798
<i>Telephone</i>	<i>Telephone</i>

EXHIBIT A**WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS****1. ACCESS TO DATA**

The Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

3. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise

agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs,

films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling Agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Contractor for securing business.

The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the contract.

2. **SHIPPING & RISK OF LOSS.** All goods subject to the Contract shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.
5. **OPPORTUNITY TO CURE:** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Contract. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this solicitation include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPARENT SUCCESSFUL CONTRACTOR – Bidder whose bid, quotation and/or proposal provides the best value in meeting AGENCY needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BID, QUOTATION and/or PROPOSAL – a formal offer, submitted by an individual or entity, in response to a solicitation issued for goods or services by the Agency.

BIDDER – an individual or entity who submits a bid, quotation and/or proposal in response to a solicitation issued for goods or services by the Agency.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CONTRACT – an agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

CONTRACTOR – an individual or entity whose bid, quotation and/or proposal has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

GOODS – products, materials, supplies, or equipment provided by a Contractor.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Contractor to accomplish a specific scope of work.

SOLICITATION – a documented formal process providing an equal and open opportunity to BIDDERS and culminating in a selection based on predetermined criteria.

SUBCONTRACTOR – one not in the employment of the Contractor, who is performing all or part of the business activities related to this solicitation under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WEBS – Washington's Electronic Business Solution System.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

17. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the Contractor's name, address, and contract number; and

- Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
 3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. DUPLICATE PAYMENT

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS

ELECTRONIC PRODUCTS

The State of Washington encourages the purchase of products that meet environmental performance standards relating to the reduction and elimination of hazardous materials. The database of all products that currently meet EPEAT criteria are viewable at www.greenelectronicscouncil.org. Only products listed as Active in the online EPEAT Registry are considered to have met the EPEAT criteria.

Contractor represents and warrants that, during the term of this contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.265 and Washington State Procurement Policy POL-DES-265-00, such product(s) shall have achieved EPEAT Silver or Gold registration that enabled Contractor to be awarded such preference.

NON-HYDROFLUOROCARBONS (HFCs)

Hydrofluorocarbons (HFCs) contribute to climate change and so have an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurement of goods is trying to minimize the purchase of products that contain HFCs or contain HFCs with a comparatively low global warming potential and to incentivize its vendors to sell products without HFCs.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.310 and Washington State Procurement Policy DES-POL-310-00, such product(s) shall meet or have less than the HFC level(s) that enabled Contractor to be awarded such preference.

NON-MERCURY ADDED PRODUCTS

Mercury has an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods is trying to minimize the purchase of products with mercury and to incentivize its vendors to sell products without mercury.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 70.95M.060 and Washington State Procurement Policy DES-POL-70.95M.060-00, such product(s) shall meet or have less than the lowest amount of mercury that enabled Contractor to be awarded such preference.

POLYCHLORINATED BIPHENYLS (PCBs)

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products in packaging without them.

Contractor represents and warrants that, during the term of this contract, for any product(s) and/or product packaging for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.280 and Washington State Procurement Policy POL-DES-280-00, such product(s) and/or packaging shall meet or exceed the testing limitations that enabled Contractor to be awarded such preference.

RECYCLED CONTENT PRODUCTS

Buying products made from recycled content creates markets for materials collected in residential & business recycling programs. Recycling does not work without end-markets. In addition buying recycled products supports the development of green technologies, creates jobs and strengthens the local economy, and promotes and supports a more sustainable lifestyle. When manufacturers use recycled material vs. virgin materials to make new products, air and water pollution is reduced, natural resources are conserved, energy is saved, less water is used, and emissions of greenhouse gases that contribute to global climate change are reduced. Accordingly, the State of Washington through its procurements of goods is trying to maximize the purchase of products made from recycled content and to incentivize its vendors to sell products and products in packaging made with recycled content.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.255 and Washington State Procurement Policy POL-DES-255-00, such product(s) shall exceed the minimum post-consumer or total recycled content that enabled Contractor to be awarded such preference.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under law, to a prevailing party, reasonable attorneys' fees and costs.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract. If this contract is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit D – Federal Grant Terms and Conditions.

22. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-037 Harassment Prevention:

https://www.dnr.wa.gov/publications/em_PO01-037_harassment_prevention.pdf.

24. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

26. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

27. INTERGRATION

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

28. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

29. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

31. NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

33. PUBLICITY

The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

34. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
 - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
 - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
 - d. **RETURN:** The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.

2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
3. The agency's total liability for all damages arising out of or related to the contract shall in no event exceed the purchase price of the contract. Furthermore, in the event of a termination of the contract, the agency's total liability for all damages arising out of or related to the contract shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

40. SITE SECURITY

While on Agency premises, Contractor, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties. This clause

does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

42. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

43. TERMINATION FOR CAUSE

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for

payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

45. TERMINATION PROCEDURES

Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;

6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

48. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Agency.

49. WARRANTIES

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B - SCOPE OF WORK

Costs per task are best estimates based on the Grantee's application; transfer of funds between tasks is allowable with written approval from DNR Project Manager

Activity 1: Tree Inventory			
Contractor will scrub and update existing inventory data and collect new data throughout the city.			
Task	Deliverable	Completion Date	Estimated Cost
1A. Consultant scrubs and updates existing tree inventory data	GIS data and excel export of updated tree inventory	April 20, 2024	\$9,000
1B. Consultants collect new point-based tree inventory data and performs data analysis	GIS data and excel export of new inventory data; results of analysis	April 20, 2024	\$12,000
1C. Consultant collects new inventory data using a sample-based approach	GIS data and excel export; results of analysis	April 20, 2024	\$10,000
Activity 1 Total			\$31,000

Activity 2: Community and Urban Forest Maintenance Report			
Consultant provides summaries of data analysis, maintenance recommendations, and costs estimates for maintenance work, etc.			
Task	Deliverable	Completion Date	Estimated Cost
2A. Consultant writes summary of methodology and inventory results	Narrative summary (may be a component part of larger report)	April 20, 2024	\$2,000
2B. Consultants reports on the results of iTree analysis	Narrative summary of analysis results and findings (may be a component part of larger report)	April 20, 2024	\$1,000
2C. Consultant develops maintenance prioritization and strategy	Narrative summary of maintenance prioritization and strategy; GIS data set showing priority areas for maintenance	April 20, 2024	\$2,000
2D. Consultant provides cost estimates for maintenance work	Narrative summary of estimated costs (may be a component part of larger report)	April 20, 2024	\$2,000
2E. Consultant develops planting strategy for improving tree canopy equity	Narrative summary of planting strategy (may be a component part of larger report)	April 20, 2024	\$2,000
Activity 1 Total			\$9,000

EXHIBIT C
BUDGET

The total budget is **\$40,000**. See the Scope of Work for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	0	0	0	\$31,000	\$31,000
Activity 2	0	0	0	\$9,000	\$9,000
Total				\$40,000	\$40,000

Table 2. Cost by Line Item

Contractual	
Consultant specializing in urban forestry A consultant will be hired to implement tasks 1A-1C and 2A-2E and provide the associated deliverables. In general these tasks involve scrubbing existing data, collecting new data, analyzing data, and providing data analysis results in a report along with management recommendations and cost estimates.	\$40,000
Total	\$40,000

EXHIBIT D – FEDERAL GRANT TERMS AND CONDITIONS

Award Number: 19-DG-11062765-729

OMB 0596-0217
Expiration Date: 11/30/2017
Rev. (12-13)**ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS**

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

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

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

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

- D. SUBAWARDS. WDNR shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for WDNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify WDNR when permission is granted.
- F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- G. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:

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

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

H. DRUG-FREE WORKPLACE.

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

- c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
 4. WDNR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after WDNR learns of the conviction.
 5. Within 30 calendar days of learning about an employee's conviction, WDNR must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

- b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- J. ELIGIBLE WORKERS. WDNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). WDNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- K. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.
- L. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

WDNR shall submit annual performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with WDNR's final payment request, or separately, but not later than 90 days from the expiration date of the award.

- M. NOTIFICATION. WDNR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

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

- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of WDNR’s purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- Q. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. WDNR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- R. COPYRIGHTING. WDNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.
- No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards, sub-awards or subcontracts.
- This provision includes:
- The copyright in any work developed by WDNR under this award.
 - Any right of copyright to which WDNR purchase(s) ownership with any federal contributions.
- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WDNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

- T. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to WDNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

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

- U. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.

- V. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish WDNR a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, WDNR appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, AQM, WDNR shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final.

5. The final decision by the Director, AQM does not preclude WDNR from pursuing remedies available under the law.
- W. DEBARMENT AND SUSPENSION. WDNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WDNR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.
- All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- X. INTERNATIONAL TRAVEL. When Forest Service funds are used, and no Federal, statutory exceptions apply, WDNR shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).

TO: City Council
FROM: Hanna Miles, Executive Assistant/Deputy City Clerk
DATE: June 6, 2023
SUBJECT: Reappointment of Rado Shane Harrington to the Board of Parks and Recreation Commissioners

1) Recommended Action:

Confirm the Mayor’s reappointment of Rado Shane Harrington to the Board of Parks and Recreation Commissioners.

2) Background:

Rado Shane Harrington has volunteered to serve an additional term on the Board of Parks and Recreation Commissioners. Upon Council confirmation, the 3-year term will expire June 1, 2026.

3) Policy Support:

Vision | Mission | Beliefs

Our Vision:

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

4) Alternatives:

Do not confirm the reappointment

5) Fiscal Notes:

There is no fiscal impact associated with this action.

6) Attachments:

A. Application and Supplemental Information of Rado Shane Harrington

APPLICATION

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

Name: Rado "Shane" Harrington
Address: [REDACTED]
[REDACTED]
Telephone: [REDACTED] (Home) [REDACTED] (Cell)
[REDACTED] (Work)
Date: 03/24/2021 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

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

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

2

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

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

1

Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

Rado “Shane” Harrington, PhD, MBA

LETTER OF INTEREST

I hope to serve in a position that will welcome my wisdom, talents, and expertise, while successfully utilizing my skills for the greater good. Therefore, I am applying for the open position on the **City of Tumwater’s Planning Commission**. I am experienced in this specific type of role, having served as a Planning Commissioner in the City of Richland, WA, before relocating to Bellevue, WA in 2010.

I consider myself fortunate to have served in a variety of positions over the years but took a break from doing so over the past decade to focus on my family and career, which included owning and operating a small business. My desire is to return to volunteer service, performing an integral function that affords me the opportunity to make an optimal contribution. My qualifications are as follows:

VOLUNTEER EXPERIENCE

- City of Richland Planning Commission, Commissioner (2009-2010)
- Yakima County Development Association, Board Member (2004-2005)
- Sunnyside Chamber of Commerce, Board Member (2004-2005)
- Greater Yakima Chamber of Commerce, Board Member (2004-2005)
- Sunnyside Economic Development Association, Executive Director (2004-2005)
- Richland Chamber of Commerce Economic Development Committee, Member (2003-2004)
- Mid-Columbia Small Business Council, Chair (2002-2004)
- Richland Riverside Rotary, Rotarian (2001-2006)

ACADEMIC CREDENTIALS

- Post-Doctoral Study in Investigative Psychology & Forensic Interviewing
- PhD in Health Psychology, Walden University (2011; 3.94 GPA)
- MBA in Project Management, City University of Seattle (2003; 3.54 GPA)
- BA in Social Sciences (Criminal Justice), Washington State University (2000; 3.00 GPA)
- AA in General Studies, Columbia Basin College (1999; 3.00 GPA)
- EMT, University of Alaska-Anchorage (1999; 4.00 GPA)

WORK HISTORY

- Harrington Investigations P.C., Principal, Private Investigator (2013-present)
- Harrington Consulting, Consultant, Investigative Researcher (2001-present)
- Trios Health, Basic Life Support Instructor (2000-2006)

REFERENCES

Mark Baum

Erin Nacey

Preston White



TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: June 6, 2023
SUBJECT: Thunder in the Valley 4th of July Fireworks Display Permit

1) Recommended Action:

Approve the permit application by Alpha Pyrotechnics, sponsored by Tumwater Downtown Association, for the Fourth of July Fireworks public display at the Tumwater Valley Golf Course

2) Background:

RCW 77.07 and TMC 8.30 require the Fire Chief to investigate the character and location of the potential display for hazards to persons or property. Based on the investigation, the applicant meets the requirements of TMC 8.30 Display Fireworks Requirements for operator license, insurance, and site safety plan. Based upon the vendor’s history of safe operation, the Fire Chief recommends approval of the application.

3) Policy Support:

2023-2024 Strategic Priority: Provide and Sustain Quality Public Safety Services.

4) Alternatives:

Not to approve the permit

5) Fiscal Notes:

There are no fiscal notes.

6) Attachments:

- A. Public Fireworks Display Permit
- B. Site Plan
- C. Pyrotechnic Operator License
- D. General Fireworks Display License
- E. Certification of Insurance

THIS FORM IS INTENDED TO BE USED AS A GENERIC PUBLIC DISPLAY PERMIT FOR THE AUTHORITY HAVING JURISDICTION AND PYROTECHNIC OPERATORS WITHIN THE STATE OF WASHINGTON

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant Alpha Pyrotechnics

Name of Event Tumwater Thunder Valley

Street Address 4611 Tumwater valley Dr. SE

City Tumwater County Thurston

Event Date 7/4/23 Event Time 10:15 AM PM

Applicant's/Sponsor's Name Tumwater Downtown Assoc. Phone No. 360-705-9795

Pyrotechnic Operator Andy Mihalyi License No. P-4256

Experienced Assistant's Name Aaron Mihalyi

General Display Company Name Alpha Pyrotechnics Phone No. 360-870-4802

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction City of Tumwater

Name of Permitting Official Brian Hurley

Title Fire Chief Phone No. (360)754-4170

Permit Granted: Yes Yes, with Restrictions (see "Notations" below) No

Restrictions/Notations _____

Signature of Permitting Official _____ Date of Approval _____ Permit Number _____

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION

Thunder Valley

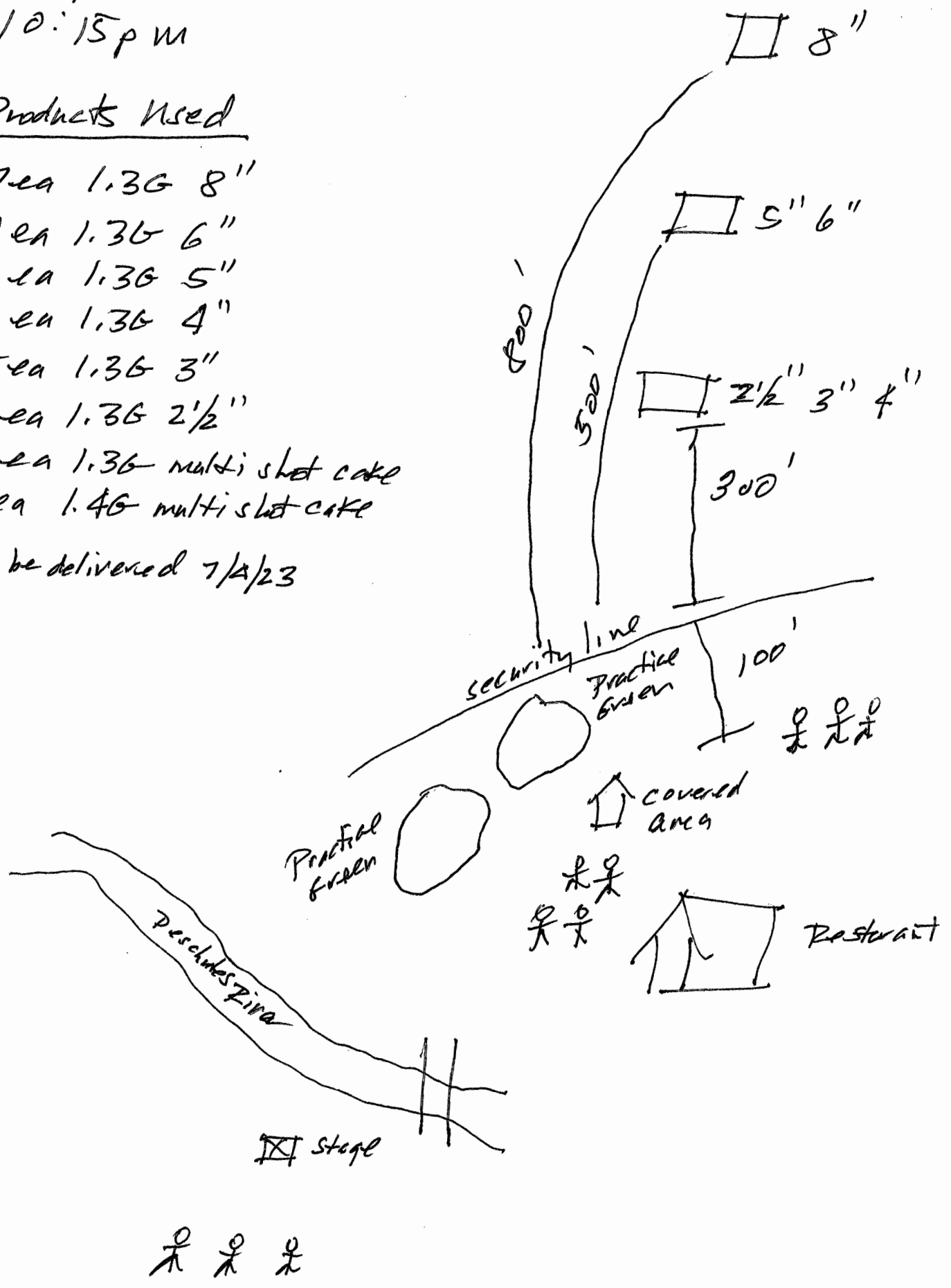
July 4, 2023

10:15 pm

Products Used

- 17 ea 1.3G 8"
- 100 ea 1.3G 6"
- 140 ea 1.3G 5"
- 180 ea 1.3G 4"
- 225 ea 1.3G 3"
- 75 ea 1.3G 2 1/2"
- 2 ea 1.3G multi shot cake
- 8 ea 1.4G multi shot cake

* To be delivered 7/4/23





Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
Pyrotechnic Operator License

C
11075P

Licensee Data

Andy Mihalyi
11525 Littlerock Road Southwest
Olympia, WA 98512
License Number: P-04256

Phone Number: (360) 870-4802
Email Address: andymihalyi@hotmail.com
Date of Issue: February 28, 2023
Date of Expiration: January 31, 2024


State Fire Marshal


Licensee Signature

3000-420-043 (10/18)

Licensee Wall Mount Card



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
Pyrotechnic Operator License

11075P

Licensee Data

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State Fire Marshal


Licensee Signature

3000-420-043 (10/18)

General Display Employer Portion

- 1) Cut along dotted lines to release the four license cards.
- 2) All four license cards are individually legal and valid evidence of licensing.
- 3) All four cards constitute an entire license for a single operator.
- 4) The Licensee must sign all four portions of the license.
- 5) ALL four license cards are legal and valid evidence of licensing.
- 6) The Licensee must carry either the wallet (landscape) or the lanyard card (portrait).


License Number: P-04256


Pyrotechnic Operator License


Washington State Patrol
Fire Protection Bureau **11075P**

January 31, 2024
Current/Valid Until

Andy Mihalyi
Pyrotechnic Operator


State Fire Marshal


Licensee Signature

 **11075P**

License Number: P-04256


**Washington State Patrol
Fire Protection Bureau**

Pyrotechnic Operator
Licensing Type

January 31, 2024
Current and Valid Until

Andy Mihalyi
Pyrotechnic Operator

Licensee Signature


State Fire Marshal

3000-420-043 (10/18)



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

G23050

D

Licensee Data

Alpha Pyrotechnics
1109 Anderson Road
Ellensburg, WA 98926
License Number: C-04273

Operational Data

In State Agent: Jerel Brown
Phone Number: (855) 955-7976
Email Address: alphapyrotechnics@gmail.com

Date of Issue: January 24, 2023

Date of Expiration: January 31, 2024

State Fire Marshal

Licensee Signature

3000-420-041 (10/18)



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

G23050

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Date of Issue: January 24, 2023

Date of Expiration: January 31, 2024

State Fire Marshal

Licensee Signature

3000-420-041 (10/18)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe	FAX (A/C, No): 308-382-7109
	PHONE (A/C, No, Ext): 308-382-2330	E-MAIL ADDRESS: Kwolfe@ryderinsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: SCOTTSDALE INS CO		41297
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Alpha Pyrotechnics Inc
 dba Alpha Pyro, Alpha Fireworks
 1109 Anderson Road
 Ellensburg WA 98926

COVERAGES

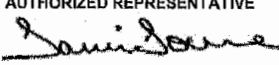
CERTIFICATE NUMBER: 408336717

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CPS4042666	4/24/2023	4/24/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
 Additional Insured: Tumwater Downtown Association; Tumwater Valley Municipal Golf Course; City of Tumwater & Employees ATIMA
 Date of Display: 7/4/23
 Location: 4611 Tumwater Valley Drive SE., Olympia, WA

CERTIFICATE HOLDER Tumwater Downtown Association PO Box 15033 Tumwater WA 98511	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.</p>
<p>Additional Premium is Included</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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TO: City Council
 FROM: Mary Heather Ames, Assistant Transportation & Engineering Director
 DATE: June 6, 2023
 SUBJECT: Resolution No. R2023-008 Six-Year Transportation Improvement Program

1) Recommended Action:

Staff recommends that, pursuant to testimony at the public hearing, the City Council make a motion to approve and authorize the Mayor to sign Resolution No. R2023-008, adopting the City’s Six-Year Transportation Improvement Program for 2024-2029. The project list was reviewed by the Public Works Committee at their May 18, 2023, meeting.

2) Background:

RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for city transportation improvements. Any project proposed for federal or state funding must appear in this program.

The proposed 2024-2029 TIP includes transportation projects included in the City’s Comprehensive Plans, including the Capital Facilities Plan, Transportation Plan, and Recreation and Open Space Plan. It also includes projects that have been identified since the aforementioned plans were adopted. Projects are based on projected growth and available or projected funding. The time lines identified may change depending on growth and the availability of funding.

3) Policy Support:

Strategic Goal C. Create and Maintain a Transportation System Safe for all Modes of Travel
 - Ensure sustainable funding to maintain and improve streets and sidewalks

4) Alternatives:

- Approve the project list as presented.
 - Recommend revisions to the project list.
-

5) Fiscal Notes:

Fiscal impacts of the Six-Year TIP will be identified through the on-going Capital Facilities Plan and budget processes. Current projected funding needs and sources are identified in the TIP.

6) Attachments:

- A. DRAFT Resolution No. R2023-008
- B. DRAFT Six-Year TIP Project Map 2024-2029

RESOLUTION NO. R2023-008

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting a Six-Year Transportation Improvement Program for 2024-2029.

WHEREAS, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Tumwater City Council held a public hearing on June 6, 2023, to consider the 2024-2029 Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

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

Section 1. Adoption. The City of Tumwater's Six-Year Transportation Improvement Program for 2024-2029, attached hereto as Exhibit "A", is hereby adopted.

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

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

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

RESOLVED this ___ day of _____, 2023.

CITY OF TUMWATER

ATTEST:

Debbie Sullivan, Mayor

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Resolution No. R2023-008 – Page 1 of 1



Six Year Transportation Improvement Program Summary 2024 - 2029

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			Funding Secured
		PLN	PE	RW	CN		Grant	Local	Total	
CAPACITY										
1	I-5 / Trosper Road / Capitol Boulevard Reconfiguration				X	Realign northbound Interstate 5 on/off ramp, construct new extension of 6th Avenue between Trosper Road and Lee Street, construct three roundabouts.	\$4,194,000	\$1,806,000	\$6,000,000	Yes
2	E Street Connection		X	X		Engineering and right of way acquisition for E Street Connection. Construct new roadway with sidewalk, illumination, storm drainage, and intersection improvements connecting Capitol Boulevard and Cleveland Avenue.	\$6,600,000		\$6,600,000	No
3	Brewery District Plan - Streetscape Improvements		X		X	Implementation of select elements developed from the Brewery District Plan.	\$722,500	\$127,500	\$850,000	No
4	Henderson Boulevard Bridge		X			Design for future bridge replacement or widening to add capacity including non motorized facilities.	\$212,500	\$37,500	\$250,000	No
5	Old Highway 99 Corridor Improvements - 79th Avenue to 73rd Avenue		X		X	Design and construct urban road section and improvements determined from corridor plan. To include addition of traffic lanes, turn lanes, multi-modal facilities, illumination, storm drainage, landscaping, medians and intersection improvements.	\$2,500,000	\$2,500,000	\$5,000,000	No
6	Old Highway 99 / 79th Avenue Roundabout		X	X	X	Design and construct roundabout at the intersection of Old Highway 99 and 79th Avenue.		\$4,500,000	\$4,500,000	Yes
7	Tumwater Boulevard Interchange		X	X	X	Design, acquire right-of-way, and construct improvements to the Tumwater Boulevard / I-5 Interchange. Phased project with an interim signal followed by a roundabout, a second roundabout, and overpass widening. Funds shown are for a temporary signal and two roundabouts.	\$2,250,000	\$11,700,000	\$13,950,000	Partial
8	Trosper Road, Littlerock Road to I-5	X				Planning and preliminary engineering for future project to address capacity and safety issues.	\$173,000	\$27,000	\$200,000	No

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program Summary 2024 - 2029

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			Funding Secured
		PLN	PE	RW	CN		Grant	Local	Total	
PRESERVATION / ENHANCEMENT / MAINTENANCE										
9	Pavement Maintenance Program		X		X	This program provides for the maintenance and preservation of city streets, including Transportation Benefit District (TBD) projects.		\$14,100,000	\$14,100,000	Partial
10	Capitol Boulevard Plan, Corridor Improvements			X	X	Right of way acquisition for properties on the alignment of the N-S Road between Linda and Ruby Streets along with design and construction of select ADA and neighborhood improvements per the Capitol Boulevard Corridor Plan.		\$650,000	\$650,000	No
11	Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue		X		X	Sidewalk infill and traffic calming on school walking routes in the vicinity of Michael T. Simmons Elementary School, in addition to pedestrian and vehicular safety improvements at the intersections of Linwood Avenue with 2nd Avenue and Lake Park Drive.	\$340,000	\$420,000	\$760,000	Yes
12	Safe Routes to School Program		X		X	Projects in this program seek to improve pedestrian and bicyclist safety near schools. Projects include sidewalks, lighting, ADA ramps, signage, markings, education, beacons and other improvements.	\$480,000	\$120,000	\$600,000	No
13	Traffic Signal Controller & Detection Upgrade		X		X	This project will replace the controllers and necessary associated hardware at eight intersections and will upgrade the detection equipment to current standard cameras at six intersections throughout Tumwater.	\$268,150	\$41,850	\$310,000	Yes
14	X Street Roundabout			X	X	Construction of a roundabout at the intersection of Capitol Boulevard and X Street as proposed in the Capitol Boulevard Corridor Plan.	\$3,340,000	\$1,660,000	\$5,000,000	Partial
15	I-5 & SR 121/93rd Avenue SE Interchange Study	X				In partnership with WSDOT, study to examine safety and multimobility issues, analyze alternatives, and conduct an Intersection Control Evaluation (ICE) at the intersections, if applicable.	\$173,000	\$27,000	\$200,000	No
16	Capitol Boulevard and Dennis Street Roundabout		X	X	X	Construction of a roundabout at the intersection of Capitol Boulevard and Dennis Street as proposed in the Capitol Boulevard Corridor Plan.		\$2,000,000	\$4,000,000	No

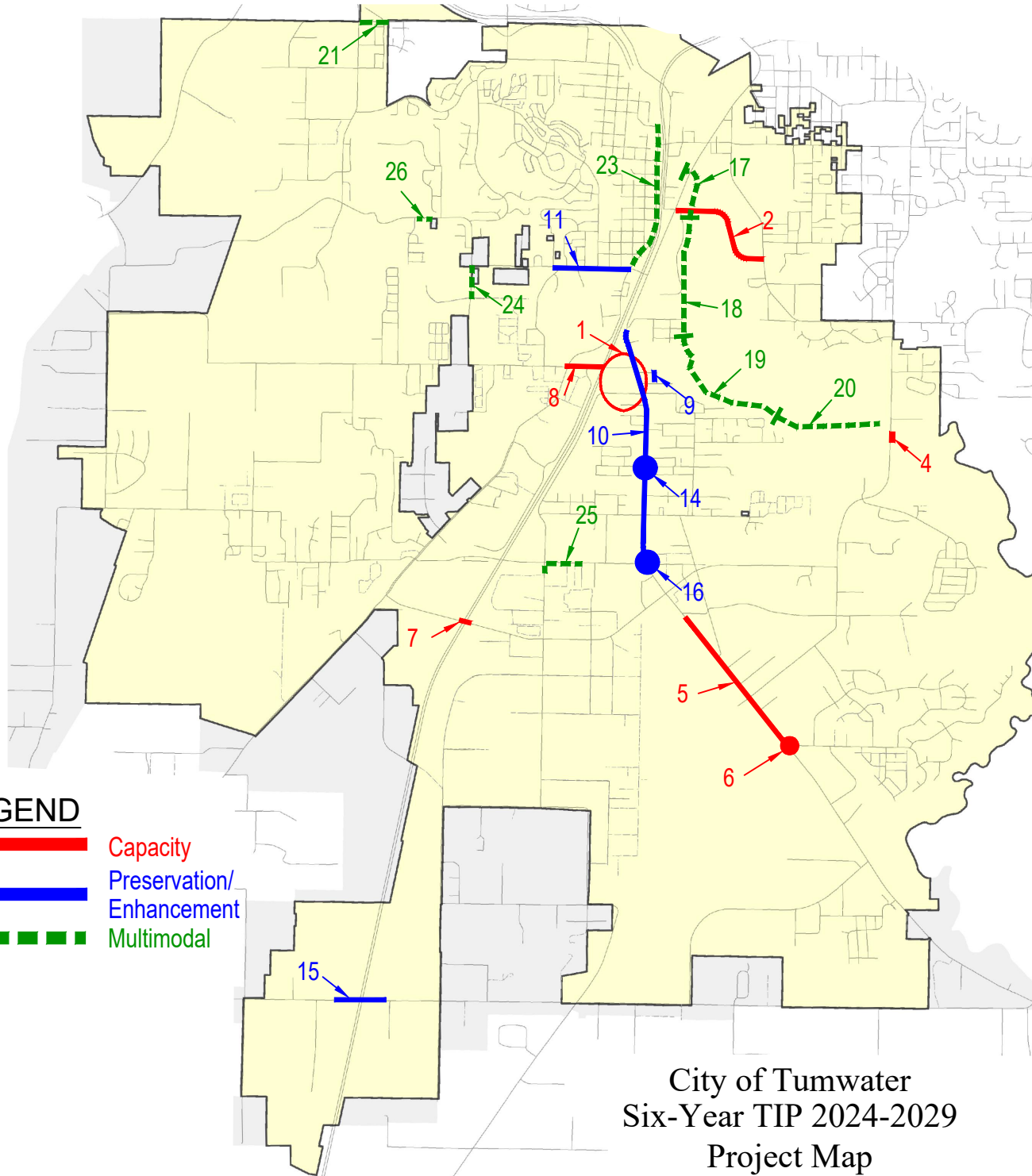
*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program Summary 2024 - 2029

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			Funding Secured
		PLN	PE	RW	CN		Grant	Local	Total	
MULTIMODAL										
17	Deschutes Valley Trail, Segment A2		X		X	Construction of a paved walking/bicycling trail connection from Tumwater Falls Park to E Street.	\$2,000,000	\$1,000,000	\$3,000,000	Yes
18	Deschutes Valley Trail, Segment B		X		X	Construction of a paved walking/bicycling trail connection from Tumwater Valley Golf Course to south of E Street.		\$750,000	\$750,000	No
19	Deschutes Valley Trail, Segment C		X		X	Construction of a paved walking/bicycling trail connection from Tumwater Valley Golf Course to T Street.		\$3,000,000	\$3,000,000	No
20	Deschutes Valley Trail, Segment D		X		X	Construction of a paved walking/bicycling trail connection from T Street to Pioneer Park.	\$3,800,000	\$1,000,000	\$4,800,000	Yes
21	Mottman Road Improvements		X		X	Installation of sidewalk and street improvements on portions of Mottman Road. The project will have similar improvements to City of Olympia's portion (joint project).	\$1,700,000		\$1,700,000	Yes
22	Multimodal Improvements and Traffic Calming		X	X	X	Miscellaneous pedestrian, ADA ramp, and traffic calming improvements at various locations throughout the city.		\$2,280,000	\$2,280,000	Partial
23	2nd Avenue Pedestrian and Bicycle Improvements		X	X	X	Intersection improvements at 2nd and Linwood. Sidewalk, bulb-outs, curb ramps, paving, bike lanes on 2nd from Linwood to B Street.	\$2,115,000	\$1,490,000	\$3,605,000	Yes
24	Rural Road Shoulder Improvements		X	X	X	Construct widened shoulder along Rural Road from 48th Avenue to Linwood Avenue.		\$400,000	\$400,000	No
25	Israel Road and Linderson Way Pedestrian and Bicycle Improvements		X		X	Roadway and multi-modal improvements at the intersection of Israel Road and Linderson Way including construction of refuge island(s), reconstruction of select sidewalk segments and curb ramps, add bike lanes, signal improvements, roadway and other improvements.	\$626,840	\$1,358,160	\$1,985,000	Yes
26	Percival Creek Fish Passage Barrier Removal				X	Replacement of a full barrier culvert with a four-sided box culvert. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.	\$2,000,000		\$2,000,000	Yes
						Totals	\$33,494,990	\$50,995,010	\$86,490,000	

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



CAPACITY

- 1. I-5 / Trosper Rd / Capitol Blvd Reconfiguration
- 2. E St Connection
- 3. Brewery District Plan - Streetscape Improvements (Not Shown)
- 4. Henderson Blvd Bridge
- 5. Old Highway 99 Corridor Improvements - 79th Ave to 73rd Ave
- 6. Old Highway 99 / 79th Ave Roundabout
- 7. Tumwater Blvd Interchange
- 8. Trosper Road, Littlerock Road to I-5

PRESERVATION / ENHANCEMENT

- 9. Pavement Maintenance Program (Not Shown)
- 10. Capitol Boulevard Plan, Corridor Improvements
- 11. Linwood Ave Sidewalk, Susitna Lane to 2nd Ave
- 12. Safe Routes to School Program (Not Shown)
- 13. Traffic Signal Controller & Detection Upgrade (Not Shown)
- 14. X Street Roundabout
- 15. I-5 & SR121 /93rd Ave SE Interchange Improvements Study
- 16. Capitol Blvd and Dennis St Roundabout

MULTIMODAL

- 17. Deschutes Valley Trail, Segment A2
- 18. Deschutes Valley Trail, Segment B
- 19. Deschutes Valley Trail, Segment C
- 20. Deschutes Valley Trail, Segment D
- 21. Mottman Rd Improvements
- 22. Multimodal Improvements and Traffic Calming (Not Shown)
- 23. 2nd Ave Pedestrian Improvements
- 24. Rural Rd Shoulder Improvements
- 25. Israel Rd and Linderson Way Pedestrian and Bicycle Improvements
- 26. Percival Creek Fish Passage Barrier Removal

LEGEND

- █ Capacity
- █ Preservation/Enhancement
- █ Multimodal

City of Tumwater
Six-Year TIP 2024-2029
Project Map

TO: City Council
 FROM: Brandon Hicks, Transportation and Engineering Director
 DATE: June 6, 2023
 SUBJECT: Third Amendment to Development Agreement between the City of Tumwater and the Craft District

1) Recommended Action:

Staff recommends that, pursuant to testimony at the public hearing, the City Council make a motion approving Resolution No. R2023-010 and authorizing the Mayor to sign the First Amendment to the Development Agreement with the Craft District LLC (District).

2) Background:

The Council adopted Resolution No. R2018-008, approving a development agreement with the District at the February 20, 2018, Council meeting. The agreement addressed construction of public improvements related to the development of District property and the City’s Tumwater Valley Drive Realignment project. The Council later adopted Resolution No. R2020-026, approving a time extension, at the December 1, 2020, Council meeting. Resolution No. R2021-012 was adopted at the December 3, 2021, Council meeting, increasing the limits of the development agreements, adding additional public improvements, increasing development fee credits, and providing minimum requirements for use of development fee credits and occupying the buildings on District property.

The extended term of the agreement has expired, however City and District improvements included in the development agreement have not been completed due to commercial market and lending conditions significantly impacting the District’s schedule. As such, the City and District desire to amend the Agreement by extending the term to December 31, 2024.

3) Policy Support:

Council Strategic Priorities and Goals 2023– 2024:

- A. Pursue Targeted Community Development Opportunities – Continue to build the craft beverage legacy.

4) Alternatives:

- Recommend changes or another course of action.

5) Fiscal Notes:

The funds for the City’s share of the agreement are primarily from the Transportation and Water utility elements of the Capital Facilities Plan.

6) Attachments:

- A. Draft Resolution No. R2023-010

RESOLUTION NO. R2023-010

A RESOLUTION of the City Council of the City of Tumwater, Washington, adopting a third amendment to the development agreement related to the development of property owned by Craft District and located in the vicinity of Capitol Boulevard and E street and the infrastructure to be constructed to support the development.

WHEREAS, the Tumwater City Council approved a Development Agreement between the City and District on February 20, 2018 by Resolution R2018-008; and

WHEREAS, the Tumwater City Council approved the First Amendment to the Agreement on December 1, 2020 by Resolution R2020-026; and

WHEREAS, the Tumwater City Council approved the Second Amendment to the Agreement on October 19, 2021 by Resolution R2021-012; and

WHEREAS, the Agreement provides that it may be modified by written instrument authorized by City Council and duly executed by the Mayor and the District; and

WHEREAS, the City and the District desire to amend the Agreement by extending the term; and

WHEREAS, pursuant to RCW 36.70B.200, on June 6, 2023, the City Council held a public hearing, after public notice as required by law, on the third amendment to the Agreement;

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

Section 1. Adoption. The Third Amendment to the Development Agreement with Craft District LLC, attached hereto as Exhibit “A” is hereby adopted and the City Council authorizes the Mayor to sign the amendment and to take all further and necessary action required by the Development Agreement, the First Amendment, Second Amendment and Third Amendment.

Section 2. Recording. The City Clerk is directed to record the Third Amendment with Thurston County as provided in RCW 36.70A.190.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

**THIRD AMENDMENT
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF TUMWATER AND THE CRAFT DISTRICT
RELATED TO THE DEVELOPMENT OF PROPERTY LOCATED IN THE
VICINITY OF CAPITOL BOULEVARD AND E STREET AND THE
INFRASTRUCTURE TO BE CONSTRUCTED TO THE SUPPORT THE
DEVELOPMENT**

This Third Amendment ("Amendment") is dated effective this _____ day of _____, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Craft District LLC, a Washington corporation, and Craft District II LLC, a Washington corporation, each a "Party" and together referred to as the "Parties." Craft District LLC and Craft District II LLC have common governors and principal office locations and shall hereafter be referred to commonly as "DISTRICT" when referring to both corporations combined.

A. The CITY and the DISTRICT entered into a Development Agreement dated effective February 20, 2018, adopted by Resolution No. R2018-008, whereby the Parties agreed upon the type and timing of the development of the subject 5.58 acre property, and that agreement was amended by First Amendment dated December 29, 2020, adopted by Resolution No. R2020-026, whereby the Parties extended the term of the agreement until December 31, 2022, and that agreement was amended by Second Amendment dated December 3, 2021, adopted by Resolution No. R2021-012, whereby the Parties expanded the area of the Agreement to include an additional parcel (the "Agreement").

B. Section 21 of the Agreement provided that the Agreement may only be modified by written instrument authorized by the City Council and duly executed by the Mayor and DISTRICT.

C. The CITY and DISTRICT desire to amend the Agreement by extending the term; and

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

- 1. Term of Agreement.

Section 2 of the Agreement is amended to extend the term of the Agreement until December 31, 2025.

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

DEBBIE SULLIVAN (Notarized – see below)
Mayor

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:_____.

DEVELOPER:
CRAFT DISTRICT, LLC
2840 Black Lake Blvd, Ste. C
Tumwater, WA 98512

Signature (Notarized – see below)

Print Name

Title

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: _____.

DEVELOPER:
CRAFT DISTRICT II, LLC
2840 Black Lake Blvd, Ste. C
Tumwater, WA 98512

Signature (Notarized – see below)

Print Name

Title

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: _____.

TO: City Council
FROM: Chuck Denney, Parks and Recreation Director
DATE: June 6, 2023
SUBJECT: Resolution No. R2023-009, Golf Cart Lease

1) Recommended Action:

Adoption of Resolution R2023-009 authorizing the Mayor to sign a new lease for golf carts at the Tumwater Valley Golf Course.

2) Background:

The City's golf course leases 60 golf carts on a rotating 5-year schedule. The last lease began in 2017 and due to pandemic delays in manufacturing and staff resources, the fleet was not replaced in 2022. The current cart fleet is nearing the end of its lifespan where maintenance costs will exceed the cost of a new fleet. Sufficient and quality carts are an essential part of the golf experience.

At the meeting, staff will do an overview of the golf course conditions and status.

3) Policy Support:

Strategic Priority: Build a Community Recognized for Quality, Compassion and Humanity

Strategic Priority: Be a Leader in Environmental Sustainability.

4) Alternatives:

- Approve Resolution R2023-009
 - Disapprove Resolution R2023-009
-

5) Fiscal Notes:

The total cost is \$712,800 over five years. The golf carts are rented on a daily basis, up to three times per day. The rental fee structure is calculated to cover the cost of the lease and provide addition revenue to the golf course.

6) Attachments:

- A. Resolution R2023-009
- B. Golf Cart Lease

RESOLUTION NO. R2023-009

A RESOLUTION of the City Council of the City of Tumwater, Washington, authorizing the lease of golf carts for the Tumwater Valley Municipal Golf Course.

WHEREAS, the City of Tumwater, existing as a Washington municipal corporation, is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the City of Tumwater and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to RCW 35A.11.010, the City of Tumwater is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Tumwater; and

WHEREAS, the City of Tumwater hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding Seven Hundred Twelve Thousand, Eight Hundred Dollars (\$712,800.00) for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the City of Tumwater; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases.

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

Section 1. The Mayor of the City of Tumwater, acting on behalf of the City of Tumwater, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in Exhibit “A” attached hereto (Lease Number 1191466-1), which document is available for public inspection at the office of the City of Tumwater. The Mayor of the City of Tumwater acting on behalf of the City of Tumwater is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Mayor deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by the Mayor of the City of Tumwater, said Mayor may designate specifically identified officers or employees of the City of Tumwater to execute and deliver agreements and documents relating to the Leases on behalf of the City of Tumwater.

Section 3. The City of Tumwater’s obligations under the Leases shall be subject to annual appropriation or renewal by the City of Tumwater as set forth in each Lease and the City of Tumwater’s obligations under the Leases shall not constitute general obligations of the City of Tumwater or indebtedness under the Constitution or laws of the State.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 5. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this _____ day of _____ 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



Dated as of May 19, 2023

Lease Number 1191466-1

CITY OF TUMWATER
Course Name: Tumwater Valley Golf Club
555 ISRAEL ROAD SW
TUMWATER, WA 98501

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Please have the Authorized Signor execute the documents and provide their title.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Opinion of Counsel – Please have your attorney sign this form.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at ed'arcy@pnc.com.

Sincerely,

Eric D'Arcy

Commercial Transaction Coordinator

Lease Agreement

Dated as of May 19, 2023

Lease Number: 1191466-1

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:	LESSEE FULL LEGAL NAME CITY OF TUMWATER 555 ISRAEL ROAD SW TUMWATER, WA 98501	FEDERAL TAX ID 916001520
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Equipment Description:

Quantity	Description	Serial No.
60	RXV Elite Li Fleet Golf Car	
1	John Deere Gator HP	
60	Pace 7 text screen GPS	

Lease Term is for 60 months, with Rent payments due in 60 Monthly payments plus applicable tax; each in the amounts of \$198.00 per car, per month (includes 60 Pace 7 text screens and 1 John Deere Gator HP vehicle and 60 RXV Elite Li Fleet Golf Cars.)

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

- AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
 8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
 9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
 10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
 11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
 12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
 13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
 14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
 15. **END OF LEASE TERM.** At the end of the Lease Term, Lessee shall return the Equipment to Lessor in accordance with Section 16 of this Lease. If the Equipment is not returned at the end of the Lease Term, this Lease may continue on a month to month basis for a period of not more than sixty (60) days at Lessor's discretion. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
 16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of marking. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection

any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "Sanctioned Jurisdiction" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

This Agreement shall be deemed to have been made in the state of Washington and shall be construed in accordance with the laws of the state of Washington.

CITY OF TUMWATER
("Lessee")

X

Authorized Signature

Debbie Sullivan

Mayor

Date

555 Israel Road SW
Tumwater, WA 98501

PNC Bank, National Association
("Lessor")

X

Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

OPINION OF COUNSEL

I have acted as counsel to: **CITY OF TUMWATER** ("Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (B) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (C) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Washington.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: Karen Kirkpatrick

City Attorney

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: June 6, 2023
 SUBJECT: Offsite Lease with South Puget Sound Community College

1) Recommended Action:

Staff recommends Council approve and authorize the Mayor to sign a lease agreement with South Puget Sound Community College for new office space supporting Water Resources & Sustainability staff for a five (5) year term.

2) Background:

The 2023-2024 Budget approved the relocation of staff, originally intended for a partial team move for Transportation & Engineering. Subsequent discussions revealed it would be more efficient and provide more capacity at City Hall to relocate Water Resources & Sustainability (WRS) staff. With limited office space available locally, South Puget Sound Community College (SPSCC) suggested vacant classrooms may be remodeled to serve City needs. A partnership with SPSCC and the City will result in expanded space for new staff for WRS and City Hall staff, and increased parking capacity for staff, fleet, and public vehicles. In addition, WRS would be well-positioned to implement a robust internship program at the school, developing expertise in public and environmental health for future decades.

3) Policy Support:

- We believe in People, Excellence, Opportunity, Partnership, Learning, Environment
 - Be a leader in Environmental Sustainability
 - Recruit green employers and jobs
 - Refine and Sustain a Great Organization
 - Explore trades training with LOTT, SPSCC and Olympia
-

4) Alternatives:

- Request additional considerations for the lease agreement.
 - Reject the lease agreement and direct staff to consider other options.
-

5) Fiscal Notes:

Lease costs for the initial five years term are approximately \$281,420.00. Support equipment and necessary tenant improvements add about \$150,000.00 over the lease term. Lease and office costs are funded by the Drinking Water, Storm Drain, and Sanitary Sewer utilities. There were funds budgeted in the General Fund to support a move, this action saves those funds and results in savings to the already strained General Fund.

6) Attachments:

A. Agreement of Lease, South Puget Sound Community College

AGREEMENT OF LEASE

THIS LEASE, dated _____, is by and between, SOUTH PUGET SOUND COMMUNITY COLLEGE, hereinafter called "Lessor", and CITY OF TUMWATER, hereinafter called "Lessee".

1. NONSTANDARD PROVISIONS

The following entries constitute the nonstandard provisions of this Lease and are referred to elsewhere herein:

(a) Premises:

Building Name: Building 32, 2011 Mottman Road SW, Olympia WA 98512
Room Numbers: 107, 108, 109, 110, and 111.

(b) Approximate floor area of Premises: 2,450 Square Feet excluding Common Area

(c) The term of this Lease shall be five (5) years and shall commence on (Commencement Date) and end on _____, inclusive. This Lease may be renewed for an additional five (5) year term upon by written notice to Lessor no later than three (3) months before the end of the current term. Additional amendments may be made by mutual written consent of Parties.

(d) The Lease amount for the first two (2) years shall be Sixty-One Thousand Two Hundred Ninety-Nine Dollars and no cents (\$61,299.00) annually, payable in monthly installments. Beginning June 15, 2025, and in each successive year, the annual Lease amount shall be Increased by the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1), but in no case by an amount greater than three percent (3%) per year.

(e) Uses permitted on Premises:

Lessee shall operate an office including administrative and managerial activities, consultant and client meetings, document, equipment, and material storage, staff dining, and limited public presentations, networking and business events.

(f) Attached hereto, *Exhibit A: Memorandum of Lease between the City of Tumwater /South Puget Sound Community College Regarding Leasing of Building 32 Facility*, is hereby incorporated into this Lease and made a part hereof. In the case of conflict between Exhibit A and the terms of this Lease, this Lease shall take precedence.

2. PREMISES

Lessor hereby Leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, those certain Premises, described in Article 1 (a) and (b) and shown outlined on the standard floor plan attached hereto marked Exhibit "B" and made a part hereof, in that certain Building to be known as SPSCC Mottman Campus Building 32, situated in the City of Olympia, County of Thurston, State of Washington, located at 2011 Mottman Road SW, hereinafter referred to as the "Building" and located on the following real property:

Mottman Campus parcel description: Parcel Number 12828110500

Abbreviated Legal Description: Section 28 / 27 Township 18 Range 2W Quarter NE / NW LYING WLY OF THE C/L OF PERCIVAL CREEK AND LYING ELY OF A LINE DESCRIBED AS: BAP ON THE N LINE OF SD SUBDIVISION 88-33-37E 800FT FROM NW COR,

Full Legal Description: Section 28 / 27 Township 18 Range 2W Quarter NE / NW LYING WLY OF THE C/L OF PERCIVAL CREEK AND LYING ELY OF A LINE DESCRIBED AS: BAP ON THE N LINE OF SD SUBDIVISION 88-33-37E 800FT FROM NW COR, THENCE S01-26-23W TO S LINE OF SD SUBDIVISION EXCEPTING PTN OF SD NE LYING NLY OF THE SLY LINE OF PLAT OF PERCIVAL CREEK DIV 1 AND SLY OF THE NLY LINE OF PLAT OF SOMERSET HILL, Parcels involved in project to administratively combine parcels for appraisal purposes ALSO for appraisal purposes only 28-18-2W NE4 Plat SECOND CAPITOL ADDITION TO OLYMPIA GLA090016OL PTN TR A Document 4092906 LYING IN OLYMPIA TCA, OTHER PTN TR A 73406100100 LYING IN TUMWATER TCA and for appraisal purposes only 27-18-2W NW4 Plat SECOND ADDITION TO OLYMPIA BLDG G Document 2408/0866 LESS CROSBY BLVD ROW3228527

3. USE

Premises may be used and occupied only for the purpose set forth in Article 1 (e) and for no other purpose or purposes without the written consent of Lessor. No use shall be made of Premises, no act done in or about Premises, which is illegal, unlawful, or which will increase the existing rate of insurance upon Building. Lessee shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessee in Building, nor shall Lessee, without the written consent of Lessor, use any apparatus, machinery, or device in or about Premises which shall cause any substantial noise or vibration. If any of Lessee's office machines and equipment (other than normal small office equipment such as office equipment, computers, printers, and the like) should disturb the quiet enjoyment of any other occupants in Building, then Lessee shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Lessee shall observe such reasonable rules and regulations as may be adopted and published by Lessor for the safety, care and cleanliness of Premises or Building and the preservation of good order therein. Lessee shall be entitled to the same right of quiet enjoyment from other occupants of the Building. Normal accessible Building hours are 7:00 a.m. to 10:00 p.m., Monday through Friday, with access on weekends as needed.

Lessor shall make available such areas and facilities for the common use of all tenants of the Building including lobbies, restrooms, parking areas, driveways, loading areas, access and egress, and walkways. Lessee and its employees, agents and invitees shall have the non-exclusive right to use the Common Areas subject to reasonable rules and regulations of the Lessor.

Lessor represents that:

Lessor has authority to execute this Lease;

Lessor has title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens and mortgages and matters of record, and these and any other matters disclosed and/or otherwise apparent to Lessee;

There is legal ingress and egress to the Premises from a public right of way; and

Execution and performance of this Lease will not violate any laws or agreements binding the Lessor.

Lessor covenants and agrees with Lessee that upon Lessee paying the rent agreed and observing and performing all the terms, covenants and conditions of the Lease, Lessee may peacefully and quietly enjoy the Premises.

4. TERM

The term of this Lease shall be as set forth in Article 1 (c).

5. RENT

Lessee shall pay Lessor the monthly rental which is set forth in Article 1 (d) in United States currency of the present standard of value in advance of the first (1st) working day of each calendar month during said term, at the office of Lessor in Building or at such other place as Lessor may from time to time designate in writing. The installment of rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month. Late rent penalty of five percent (5%) of the monthly rent shall be immediately due for any rent paid later than the fifth (5th) of any month.

The monthly rental rate shall include water, sewer, stormwater, natural gas and electric utilities, garbage and recycling collection, and janitorial services. Lessee shall timely pay directly for telephone and cable services.

6. SECURITY DEPOSIT

No security deposit shall be required.

7. SERVICES

Lessor, at its sole cost, shall provide the services described in Exhibit "C" attached.

Lessor shall not be liable for damages, nor shall the rental herein reserved be abated for failure to furnish or delay in furnishing any of the foregoing services, when such failure or delay is caused by accident or conditions beyond the control of Lessor, or by labor disturbances or labor disputes of any character, or by inability to secure fuel, supplies, machinery, equipment or labor after reasonable efforts to do so, or by the making of necessary repairs or improvements to Premises or to Building. Nor shall a temporary failure of not more than 30-days to furnish any of such services because of an inability to secure labor or other means to provide such services be construed as an eviction of Lessee or relieve Lessee from the duty of observing and performing any of the provisions of this Lease.

8. REPAIRS AND ALTERATIONS

Lessee agrees by taking possession of Premises that Premises are then in a tenantable and good condition; that Lessee will take good care of Premises, and that Premises will not be altered or changed without the written consent of Lessor. Lessor specifically authorizes:

Lessee will complete tenant improvement activities, which include (but not limited to) internal remodel from two classrooms into an open space concept for 10 work stations and meeting space, construction of two walled offices, new carpet and paint, and other electrical, plumbing, or other work necessary to support the office spaces.

All damage or injury done to Premises by Lessee shall be paid for by Lessee and Lessee shall pay for all damage to the Building caused by Lessee's misuse to Premises or the appurtenances thereto. All repairs to Premises necessary to maintain Premises in a tenantable and good condition shall be done

by or under the direction of Lessor and at Lessor's expense except as otherwise specifically provided herein. Lessee shall be responsible for the expense of repair and replacement to Lessee's installed equipment and improvements. Lessee shall pay for the replacement and maintenance of doors or windows of Premises which are cracked or broken by Lessee, its employees, agents or invitees. Lessee shall not make changes to locks on doors or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Lessor. Lessee shall not put any curtains, draperies or other hangings other than those coordinated with the Lessor on or beside the windows in Premises. Lessor may make any alterations or improvements which Lessor may deem necessary for the preservation, safety or improvements of the Premises except fixtures installed by Lessee and which are removable without damage to Building. Access to the Building for said work shall be coordinated between the Parties except for life safety and emergency conditions which require immediate attention. Lessee shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver Premises to Lessor in as good condition as when received by Lessee from Lessor, reasonable use and wear and damage by fire or other casualty excepted.

9. ENTRY AND INSPECTION

Upon advance notice, Lessee will permit Lessor and its agents to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving Premises or Building. When reasonably and actually necessary for such purposes, and in coordination with the Lessee, Lessor may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or relieve the Lessee from the duty of observing and performing any of the provisions of this Lease. Lessor shall have the right to enter Premises upon notice to Lessee during the hours of typical office use for the purpose of showing Premises to prospective Lessees for a period of ninety (90) days prior to the expiration of the Lease term.

10. DAMAGE OR DESTRUCTION

If Premises or Building are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor, provided such repairs can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of Premises which is unusable by Lessee in the conduct of its business (but there shall be no abatement of rent by reason of any portion of Premises being unusable for a period equal to one day or less). If such repairs cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease. A total destruction of Building shall automatically terminate this Lease.

11. ADVERTISING

Lessor shall have the right to prohibit any advertising by Lessee which, in its opinion, tends to impair the reputation of the Building as a first class business or professional area.

12. SIGNS

Lessee will not inscribe, any inscription or post, place, or in any manner display any permanent exterior sign anywhere in or about the Leased Premises of Building, without first obtaining Lessor's written consent thereto. Lessee shall be responsible for the maintenance of all exterior signage to satisfaction of Lessor.

13. ACCIDENTS, INDEMNITY AND WAIVER OF SUBROGATION

Lessee shall defend and indemnify Lessor from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or sole negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third Parties caused by the negligence of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor. Likewise, Lessor shall defend and indemnify Lessee from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessor or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessor in or about the common areas of the Building, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the common areas of the Building, provided that the foregoing provision shall not be construed to make Lessor responsible for loss, damage, liability or expense resulting from injuries to third Parties caused by the sole negligence of Lessee, or any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessee. Lessor and Lessee each releases the other from responsibility for, and waive their entire claim of recovery for (i) any loss or damage to the real or personal property of either located anywhere in the Building and including Building itself, arising out of or incident to the occurrence of any of the perils which may be covered by the fire and lightning insurance policy, with extended coverage endorsement, in common use in the Thurston County locality, and policies covering any loss by theft or water damage, or (ii) loss resulting from business interruption at Premises or loss of rental income from Building, arising out of or incident to the occurrence of any of the perils which may be covered by the business interruption insurance policy and by the loss of rental income insurance policy in common use in the Thurston County locality. To the extent that such risks under (i) and (ii) are in fact covered by insurance, each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

14. INSURANCE

Lessee, at its sole expense, shall procure and maintain in full force and effect. Commercial general liability coverage in responsible companies qualified to do business in the State of Washington, which shall insure Lessee and his agents and employees against all claims for injuries or death to persons occurring in or about the leased Premises in the amount of at least \$2,000,000 for any one person and in the amount of \$2,000,000 for any one occurrence, and against all claims for damages to loss of property occurring in or about the leased Premises in the amount of \$2,000,000 or such other amounts as Lessor shall deem necessary, based on periodic insurance reviews, in respect to injury or damage to persons or property.

Lessee agrees to furnish Lessor with policies or certificates of such insurance naming Lessor as an additional insured prior to the commencement of the term hereof. Each such policy shall be non-cancelable without at least ten (10) day written notice to Lessor. At Lessee's option Lessee may elect to self-insure under the same terms as set forth above.

Lessor agrees to provide fire insurance in reasonable amounts on the Building only, not contents. Lessee covenants and agrees that it will not do or permit anything to be done on the leased Premises

during the term hereof, which will increase the rate of Lessor's insurance on the Building which the leased Premises form a part, above the minimum rate which would be applicable in such Premises for the Lessee's type of business; and Lessee agrees that in the event it shall cause such an increase in the rate of insurance, it will, upon request by Lessor promptly pay to the Lessor, as additional rent, any increase in premiums resulting therefrom.

15. LIENS AND INSOLVENCY

Lessee shall keep Premises and Building free from any liens or encumbrances arising out of any work performed by Lessee, materials furnished by Lessee, or obligations incurred by Lessee.

16. DEFAULT AND RE-ENTRY

If Lessee fails to pay any installment of rent within ten (10) days after written notice, or to perform any other covenant under this Lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default other than for non-payment of rent is such that the same cannot reasonably be cured within such thirty-day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than agreed to herein. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

In the event of any such retaking of possession of Premises by Lessor as herein provided, Lessee shall remove all personal property located thereon and, upon failure to do so upon demand of Lessor, Lessor may reasonably remove and store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of Lessee. If Lessee shall fail to pay any sums due hereunder or the cost of storing any such property after it has been stored for a period of thirty (30) days or more, after ten (10) days notice to the Lessee, Lessor may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money which may be due from Lessee to Lessor under the terms of this Lease, and the balance, if any, to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's lawfully re-entering and taking possession of Premises or lawfully removing and storing the property of Lessee as herein provided, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such lawful re-entry shall be considered or construed to be a forcible entry.

17. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor.

18. COSTS, ATTORNEYS' FEES AND VENUE

If Lessee or Lessor shall bring any action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of Premises, 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

the action or proceeding. Venue for any proceeding involving this agreement shall be in Thurston County, Washington.

19. NON-WAIVER

Waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

20. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet Premises or any part thereof without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld. Lessee shall remain liable for the payment of all sums agreed to be paid under the terms of this Lease despite any such assignment. However, if at the time of any such assignment Lessee establishes to the reasonable satisfaction of Lessor that its assignee is of financial responsibility equal to or superior to Lessee, Lessee shall be released from all such liability by an instrument in writing signed by Lessor. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Lessee. In the event of an assignment or subletting which requires Lessor's time and/or expense, Lessee shall reasonably compensate Lessor for such expenses. If Lessee is a corporation, then any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this article.

21. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

22. TAX ON RENTAL

If any governmental authority or unit under any present or future law effective at any time during the term of this Lease shall in any manner levy a tax on rentals payable under this Lease or on rentals accruing from use of Premises under this Lease or a tax in any form against Lessor because of or measured by income derived from the Lease or rental of Premises, the amount of the next succeeding month's rent following payment of such tax by Lessor shall be increased by an amount equal to such tax paid by Lessor, and for Lessee's default in paying the rent thus revised, Lessor shall have the same remedies as upon failure to pay rent. Lessee shall not be liable to pay any amount because of income tax of a general nature applicable to Lessor's various interests or sources of income or tax imposed on Lessor for inheritance, gift or succession taxes imposed or measured by rentals or otherwise. In the event that it shall not be lawful for Lessee to pay such tax, the rent payable to Lessor under this Lease shall be revised to net Lessor the same net rental after imposition of any such tax as would have been payable to Lessor prior to the imposition of any such tax.

23. SUBORDINATION

So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

24. CONDEMNATION

If the whole of Premises, or if such portion of either Premises or the facilities in Building as may be required for the reasonable use of Premises, shall be taken by virtue of any condemnation or eminent domain proceeding, this lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent and payments for Lessee's improvements shall be apportioned as of the date of such termination. In case of a taking of a part of Premises or a portion of the facilities in Building not required for the reasonable use of Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the rentable area of Premises is reduced, such rent reduction to be effective on the date of such partial taking. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof, provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the taking of personal property or fixtures belonging to Lessee, for the interruption of or damage to Lessee's business or for Lessee's moving expenses.

25. PARKING

Lessor shall provide Lessee access to regular college parking spaces for its fleet vehicles until the termination of this Lease. A minimum of six (6) parking spaces shall be reserved and available for Lessee's fleet vehicles 24-hours per day, seven days per week. General parking is available for Lessee's employees on a first come, first served basis during periods of typical office use from 7:00 a.m. through 10:00 p.m., Monday through Friday.

Fleet vehicles (currently 3) shall have dedicated parking spots with appropriate signage, and the Parties will cooperate to acquire and construct electric vehicle charging facilities in the parking area.

Lessee agrees to support and coordinate with Lessor to the extent practical to seek funding packages to advance electric vehicle charging stations in support of both Lessor and Lessee needs. Any applications or agreements pursuant to this section are required to be considered through the routine administrative processes for each organization.

26. NOTICES

All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail to at the address below, or to such other place as may be designated by either party in writing.

Lessor:	Lessee:
South Puget Sound Community College	City of Tumwater
Tysha Tolefree	Dan Smith
Vice President of Finance and Operations	Water Resources & Sustainability Director
2011 Mottman Road SW	555 Israel Road SW
Olympia, WA 98512	Tumwater, WA 98501

27. CONSTRUCTION

The titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Washington.

28. TIME OF ESSENCE

Time is of the essence of this Lease.

29. RECORDING

Prior to entry into force, the Memorandum of Lease attached hereto as Exhibit A shall be filed with the Thurston County Auditor's Office.

30. The Parties respectively represent that their signatory is dully authorized and has full right, power, and authority to execute this Lease.

31. ENTIRE AGREEMENT

It is expressly understood and agreed by Lessor and Lessee that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth and that this Lease shall not be modified in any manner except by an instrument in writing and executed by the Parties.

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

WHEREAS, Lessor and Lessee have executed this Lease.

Lessor:

South Puget Sound Community College

Lessee:

City of Tumwater

Tysha Tolefree

Vice President of Finance and Operations

Date signed:

Debbie Sullivan

Mayor

Date signed:

ATTEST:

Melody Valiant, City Clerk

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 _____.

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 _____.

EXHIBIT "A"

MEMORANDUM OF LEASE

CITY OF TUMWATER /SOUTH PUGET SOUND COMMUNITY COLLEGE REGARDING LEASING
OF BUILDING 32 FACILITY

This Memorandum of Lease is made and entered into this _____ day of _____, 2023 by and between the City of Tumwater, a municipal corporation (hereinafter referred to as "CITY"), located at 555 Israel Rd SW, Tumwater, WA 98501, and South Puget Sound Community College, (hereinafter referred to as "SPSCC"), located at _____, together referred to as the "Parties".

This memorandum is summarized as follows:

1. City and SPSCC entered into a Lease Agreement for office space as detailed in the Lease Agreement which provisions are incorporated by reference herein with an effective date of _____.
2. SPSCC is the owner of the PREMISES legally described in Exhibit A.
3. SPSCC has leased to CITY and City has leased from SPSCC approximately 2,450 square-feet of the PREMISES for a term of five (5) years, commencing on the Commencement Date as defined by the Lease Agreement. The City shall have the right to extend the term of the Agreement by an additional term of five (5) years. If all options to renew are exercised, the Lease Agreement will have a term of ten (10) years from the Commencement Date.
4. SPSCC and City possess duplicate copies of the originals of the Lease Agreement at the addresses set forth above and reference should be made thereto for a more detailed description thereof.
5. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Lease Agreement; it being distinctly understood and agreed that the Lease Agreement constitutes the entire agreement between the Parties with respect to the Premises and is hereby incorporated by reference. The Lease Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Lease Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease Agreement. In the event of any inconsistency between the terms of the Lease Agreement and this Memorandum, the terms of the Lease Agreement shall control. The rights and obligations set forth in the Lease Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.
6. The Parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.
7. Prior to entry into force, this Agreement shall be filed with the Thurston County Auditor's Office.

8. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of the Agreement shall be the Superior Court of Thurston County.

IN WITNESS THEREOF, the Parties hereto have entered into this Memorandum of Understanding this ____ day of _____, 2023.

City of Tumwater

South Puget Sound Community College

Debbie Sullivan

Tysha Tolefree

Mayor

Vice President of Finance and Operations

Date signed:

Date signed:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

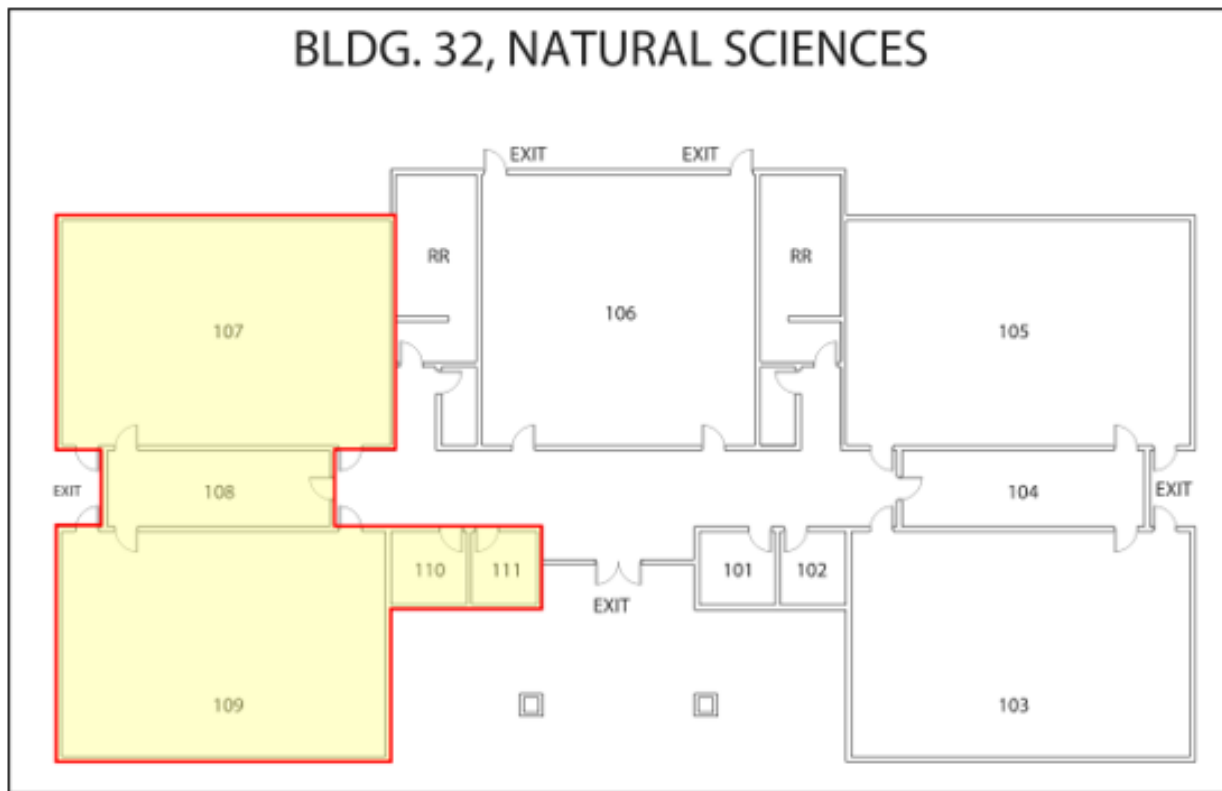
Karen Kirkpatrick, City Attorney

EXHIBIT "B"

LEASE AREA FLOOR PLAN

Building 32 (Space allocations)

Room	Square Ft	Capacity	Used By	Function
107	1,000		City of Tumwater	Offices/work room
108	250		City of Tumwater	Storage/break room
109	1,000		City of Tumwater	Offices
110	100		City of Tumwater	Meeting
111	100		City of Tumwater	Meeting
Total	2,450		City of Tumwater	Various



FIRST FLOOR AREAS
CITY OF TUMWATER LEASE AREA

EXHIBIT "C"

**SERVICES TO BE PROVIDED - LEASE AGREEMENT BETWEEN
SOUTH PUGET SOUND COMMUNITY COLLEGE AND THE CITY OF TUMWATER**

TAXES AND INSURANCE

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Real Estate Taxes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owner Property Assessments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Real Property Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Property Insurance

UTILITIES

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water and Sewer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stormwater
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Collection
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recycling Collection
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Service – <i>paid directly by tenant</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable Service – <i>paid directly by the tenant</i>

JANITORIAL

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Janitorial Service –Lessee Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Janitorial Service – Common Areas
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior Window Washing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior Window Washing

- Restroom Supplies
- Light Bulbs – Lessee Premises
- Light Bulbs – Common Areas
- Carpet Cleaning – Lessee Premises

Services provided by Lessor:

Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways.

Sweep loading dock areas and platforms. Clean glass entry doors to the spaces identified in Exhibit B.

Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot-clean all wall surfaces within 70 inches of the floor.

Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames.

Annually. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats or finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas. Deep clean floors in all offices.

As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide.

INTERIOR MAINTENANCE

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment and Business Property Maintenance - fire extinguishers, annunciators and Building structure
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Equipment and Business Property Maintenance - office equipment, portable equipment, and other Lessee owned items
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Lights – Lessee Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior Lights – Common Areas
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replacement of Ballasts – Lessee Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replacement of Ballasts – Common Areas
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repair of Floor Coverings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repair of Window Coverings

STRUCTURAL

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ventilating & Air Conditioning Systems
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replacement of Filters as Recommended in Equipment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tenant Installed Improvements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Structural Portions of Building Including the roof and the water light integrity of the same
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior Windows
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Extinguishers (Maintenance/Repairs/Replacement/Furnishes)

EXTERIOR MAINTENANCE

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remove Snow from Sidewalk(s) & Parking Lot(s) when accumulation exceeds 2"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parking Lot Cleaning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: June 6, 2023
 SUBJECT: Service Provider Agreement with TCF Architecture, PLLC, for the City Operations and Maintenance Facility Design

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Service Provider Agreement with TCF Architecture, PLLC, for the City Operations and Maintenance Facility Design. The Agreement was discussed with the Public Works Committee at their April 20, 2023 meeting.

2) Background:

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

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

A continuing relationship with TCF Architecture to design the facilities will provide continuity in concepts and design. The design fee is estimated at \$2,450,000 and will include full plans, specifications, and cost estimate. A construction timeline has not been determined.

3) Policy Support:

Build a Community Recognized for Quality, Compassion and Humanity

- Provide high quality municipal facilities and parks

Refine and Sustain a Great Organization.

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

4) Alternatives:

N/A

5) Fiscal Notes:

This project and the funding necessary to complete this work is included in the 2022-2027 CFP. Design fees are \$2,450,000, and the total estimated year 2025 project cost (design fees and construction) is \$32,176,000. Facility design and construction costs are split 33% General Governmental, 33% Water, 17% Sewer, and 17% Storm CFPs. When actual construction bids are received, fund cost and source share will be reconciled.

6) Attachments:

A. Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

CITY OPERATIONS AND MAINTENANCE FACILITY DESIGN

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY” or “OWNER” and TCF ARCHITECTURE, PLLC, a Washington limited liability company, hereinafter referred to as the “SERVICE PROVIDER” or “ARCHITECT”.

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 Attachment “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than May 15, 2023, and shall be completed no later than December 31, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Two Million Four Hundred Fifty Thousand and 00/100 dollars (\$2,450,000.00)** as reflected in Attachment "B" Fee Schedule.

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

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

F. 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 SERVICE PROVIDER AGREEMENT – City Operations and Maintenance Facility Design - Page 2 of 10

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington

State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

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

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

aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

proceeding.

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

*** Signatures on Following Page ***

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

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

SERVICE PROVIDER:
TCF ARCHITECTURE, PLLC
902 N 2nd Street
Tacoma, WA (8403-1931
UBI No. 601-592-500
Phone No. 253-572-3993

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF _____

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

Dated:_____

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

SCOPE OF SERVICES – BASIC & ADDITIONAL SERVICES

DESIGN THROUGH CONSTRUCTION ADMINISTRATION

CITY OF TUMWATER

NEW OPERATIONS AND MAINTENANCE FACILITY

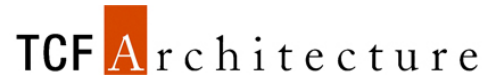
GENERAL

1. Scope Definitions:

The following definitions are provided for clarity and are not intended to replace any terms that may already be defined or implied in the Service Provider Agreement.

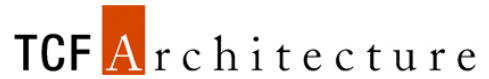
- **Service Provider:** as defined in the Service Provider Agreement.
- **Construction Contract Documents:** The executed agreement between the CITY and the CONTRACTOR, General Conditions and Supplemental Conditions, Addenda and all Drawings and Specifications.
- **Sub consultants:** Professional service firms under contract with the SERVICE PROVIDER.
- **The Project:** The development of the project site and construction of 7 buildings for the City of Tumwater New Operations and Maintenance facility along with the development of the parking lot to the east of Trails End Road, see the concept plan for extent, exhibit A. The project will use all electric utilities, gas will not be used. The project will be designed to the 2021 Washington State Energy Code and the 2021 International Building Codes as adopted by Washington State and the City of Tumwater.
- **Office of Financial Management (OFM) Guidelines:** Office of Financial Management (OFM) Guidelines for determining Architect/Engineering Fees for Public Works Building Projects (2015) is being used as the basis for A/E fees and scope using the MACC to determine Basic Services and additional services (extra and other services). See exhibit C.
- **Basic Services:** Per the OFM Guidelines, professional services related to the normal architectural, civil/site design, structural, mechanical (HVAC), plumbing and electrical engineering services.
- **Additional Services (extra and other) (AS):** Per the OFM Guidelines, Extra/Other services are described as specialty services or studies, not including normal services. All other specialty and professional services provided under this agreement not associated with normal Basic Services include, but not limited to, civil engineering, landscape architecture, additional cost estimating, equipment specifications and design, geotechnical services, and any other service requested by The CITY not otherwise included in Basic Services. All services described in the Scope of Services are Basic Services unless listed as additional service in Exhibits A and B and Attachment B.

- **CITY-Provided Services:** All professional services not specifically defined within the SERVICE PROVIDERS Scope of Services (or exhibit B), or outside of the project limits, which will be provided under separate contract to the CITY, or performed by the CITY's own personnel or another consultant hired by the CITY and is not included in basic or additional services. This includes all off site work including utility coordination, Landscape bidding and construction services, and CITY Project Manager (see definition below).
 - **Principal-In-Charge (PIC):** Mark Hurley, TCF Principal. Oversight and project continuum advisor.
 - **Architectural Staff:** Architectural staff including project architect and designers, will be added to the project as the design phase begins.
 - **Construction Administrator:** The SERVICE PROVIDER will provide a Construction Administrator, for the duration of the construction of the Work. In general, the Construction Administrator will be responsible for periodic site visits to observe and monitor the general progress of the Work, and to coordinate with the CITY's Project Manager in the delivery of Construction Phase services.
 - **CITY Project Manager:** The CITY will assign a Project Manager for the duration of the Work. The Project Manager will act on behalf of the CITY to administer and coordinate the Project and provide day to day communication with the SERVICE PROVIDER.
 - **Authority Having Jurisdiction (AHJ):** CITY is the AHJ for the project.
 - **Offsite work:** Any work beyond the property lines of the site will be coordinated by the CITY. The SERVICE PROVIDER will provide information to CITY for the requirements of offsite work.
 - **Predesign documents:** The predesign documents establish program, building square footage, the site master plan, specialty equipment diagrams and equipment lists and general design of the buildings and sites among other items. Deviations from the established documents may be cause for additional services.
 - **Other Definitions:** See the Service Provider Agreement.
2. **Summary of Subconsultants:** Subconsultants contracted through the SERVICE PROVIDER shall provide specific services within each phase as described in each attached Exhibit and as authorized in the approved summary Fee Schedule, Attachment B. See Exhibit B for detailed Services:
- Structural Engineering – AHBL Engineers, Inc. (Exhibit B.1)
 - MEP Engineering – BCE Engineers, Inc. (Exhibit B.2)
 - Equipment Planning – FPS (Exhibit B.3)
 - Civil Engineering – SCJ Alliance (Exhibit B.4)
 - Landscape Architecture – Lyon Landscape (Exhibit B.5)
 - Acoustical Consulting – Tenor (Exhibit B.6)
 - Geotechnical – Terracon (Exhibit B.7)
 - **Other Consultants:** Other consultants that are determined to be needed during the course of the project may be added by amendment as mutually negotiated between



the CITY and the SERVICE PROVIDER, unless they are considered basic services per the OFM Guidelines

3. **Professional Services Contracted or Provided Separately by the CITY:** the SERVICE PROVIDER shall communicate with and coordinate with other consulting firms contracted separately with the CITY, and directly with the CITY's own personnel engaged in project design, or other activities, as appropriate and necessary in the execution of the SERVICE PROVIDER's services but shall not be responsible for the performance of others not directly contracted with the SERVICE PROVIDER. This does not include offsite work beyond the site's property line.
4. **Reimbursable Expenses:** The SERVICE PROVIDER shall invoice for approved reimbursable expenses in addition to labor costs.
 - **Printing & Mailing:** Minimal printing costs are assumed for the Project, as the majority of submittal documents (drawings and small documents) will be transferred to the CITY in .pdf form via e-mail or file transfer web site. Costs for printing and mailing by the SERVICE PROVIDER will be invoiced to the CITY at cost plus 10%.
 - **Travel:** For any travel beyond basic services, mileage will be charged per the OFM Guidelines at federal rates.
5. **Cost of the Work:** The Cost of the Work shall be the total cost of construction as accepted in open competitive bidding by the CITY. The SERVICE PROVIDER shall provide detailed cost estimates for the Cost of the Work as described herein, designing the Project in good faith within the CITY's established "MACC" Budget, described below.
 - **(MACC Budget):** The Initial Maximum Allowable Construction Cost ("MACC") budget exclusive of "soft costs" (sales tax, professional services, permit fees, management reserve contingencies, special equipment, furnishings, etc.) is estimated at approximately \$26,755,133 per the City provided cost estimate.
 - **Cost Estimates:** The SERVICE PROVIDER shall provide parametric estimates per the OFM guidelines.
 - **Bid Alternates:** Building G will be listed as a bid alternate. There are not expected to be any additional alternate bids as part of this project. If, at the completion of the Schematic Design Phase, the CITY requests the SERVICE PROVIDER to include additional Bid Alternates in the final Bid Documents, the SERVICE PROVIDER shall review such requests to determine if the level of complexity will require additional services for documentation and shall inform the CITY if additional compensation for such documentation may be warranted.
 - **A/E Fee Methodology:** The CITY determined the MACC for this project based upon an independent cost analysis provided by the CITY. This MACC value is the basis for determining the cost of the basic architect/engineer fees. The CITY has evaluated the project and has determined that a design service fee for Basic Services shall be set at 6.07% for this project as a whole. The CITY determined this fee percentage based upon an analysis of the overall MACC for the project. The final overall fee percentage was developed per a weighted average analysis of each building and other work utilizing fees from the A/E Fee Schedule. See the follow breakdown of Basic Services fees.



	Sch	Fee			
Site Work	C	5.77%	22.32%	\$	344,385
Building A	B	6.92%	19.86%	\$	367,533
Building B	C	5.77%	17.76%	\$	274,093
Building C	C	5.77%	15.38%	\$	237,379
Building D	C	5.77%	10.59%	\$	163,408
Building E	A	8.06%	3.04%	\$	65,507
Building F	C	5.77%	7.84%	\$	121,013
Building G	C	5.77%	3.21%	\$	49,516
Basic Services Fee		6.07%		\$	1,622,834

- Hourly Rates: Maximum hourly rates for hourly services;
 - Principal rate: \$240/hr
 - Staff rate: \$180/hr

SITE INVESTIGATIONS (additional Service)

1. **Geotechnical Report**: The SERVICE PROVIDER shall provide geotechnical engineering services setting forth design recommendations for activities associated with earthwork, below-slab preparation, and structural foundation systems. Additional investigations may be required depending on the outcome of the initial investigations as an additional service. See SERVICE PROVIDER exhibit for detailed scope for this additional service.

PROJECT MANAGEMENT AND ADMINISTRATION

1. Throughout each of the phases covered under these Services, the SERVICE PROVIDER shall manage and coordinate the Design Team, collaborate with the CITY, facilitate meetings, conference calls, and conduct other activities as listed in the OFM Guidelines for basic services.

Activities & Deliverables:

- Schedule: Design schedule management, overall team coordination, data management, and other administrative tasks as needed to complete the Services and as noted in the OFM guidelines.
- Meetings/presentations: Attend and facilitate meetings throughout the project phases as appropriate and necessary to ensure the timely progress of the Services.

SCHEMATIC DESIGN (SD)

1. **SD Phase General Scope of Services:** Including those items listed in the OFM Guidelines for basic services, the Schematic Design Documents will include further develop and confirm the conceptual site and building design (See Exhibit A), identify major materials, basic structural systems, HVAC, plumbing and electrical systems, low voltage systems, civil systems, and specialty equipment. Deliverables will be in the form of preliminary drawings for each design discipline, including reference notes to identify systems, materials, conditions, and overall scope of the project, etc. for basic and additional services. Design includes:
 - Site: Redevelopment of the site consistent with the conceptual site design shown in Exhibit A. Site design shall include parking, asphalt and concrete surfacing, fencing & gates, signage, storm drainage facilities and lighting.
 - New Building and Canopies: New enclosed and heated structure along with storage canopies, conforming to the master plan.
 - Meetings: Expect meetings to confirm site and building plan layouts, general architectural and engineered system designs.
2. **Permitting Agency Coordination:** The SERVICE PROVIDER shall coordinate with the Authority Having Jurisdiction (AHJ). Per previous discussions with the AHJ, the project is an allowed use, so no CUP or other special permitting is required as part of this submittal. Any special permitting will be an additional service.
2. **Cost Estimating:** A Schematic level parametric cost estimate shall be prepared reflecting the scope of the Project indicated in the SD Documents. THE SERVICE PROVIDER shall advise the CITY of possible adjustments to the MACC budget, and provide recommendations as appropriate to meet the CITY's budget goals. A project "Base Bid" scope and budget will be finalized, along with any possible Alternate Bid items.
3. **Consultants:** See sub-consultants' scope of work including basic and additional services.
4. **Presentations:** Appropriate presentations of schematic basic services documentation
5. **Renderings (additional service):** 3D renderings illustrating exterior mass and basic materiality to aid in the selection of colors and understanding of building form.

Deliverables: Including those items listed in the OFM Guidelines for basic services, the Schematic Design Documents will include,

- Schematic Design level, two-dimensional architectural drawings for the site and each structure, generally including floor plans, building sections, elevations, and other two-dimensional images as appropriate to convey the design intent.
- Schematic Design level drawings for engineering items including structural, HVAC, plumbing, fire protection, electrical, equipment, communications, security, audio-visual, civil, landscape and equipment systems as described in the OFM Guidelines.
- 50% SD Document Progress Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.

- 100% SD Documents Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.
- Three-dimensional exterior architectural massing graphics and illustrations to convey design intent in 4 – 6 images (Additional Service)
- SD level parametric MACC Cost Estimate, excluding soft costs and other City required expenses. Comments from the CITY are requested within one week in order to stay on schedule.

DESIGN DEVELOPMENT (DD)

1. **DD Phase:** Based on the CITY'S written approval of the Schematic Design Documents updated Cost Estimate and Including those items listed in the OFM Guidelines for basic services, The SERVICE PROVIDER shall move into the design development phase. The DD Documents shall illustrate, and describe the development of the approved Schematic Design Documents, further identifying specific materials, products, size and appearance of the project by means of plans, sections, elevations, and details in 2D. The Design Development Documents shall include basic manufacturer's products or systems literature describing the expected performance, quality, and character of materials, systems and products creating an outline spec. Physical materials samples and color studies shall be provided for the selection of both interior and exterior materials. Other services and deliverables are further described in the various Scopes of Services proposals provided by each sub-consulting team member.
2. **Permitting Agency Coordination:** In preparation for Plan Review submittals and final permitting, the SERVICE PROVIDER may further coordinate with the AHJ if allowed and provide updated research of applicable codes and site development regulation & requirements for the project.
3. **Cost Estimating:** A DD level parametric cost estimate shall be prepared reflecting the scope of the Project indicated in the DD Documents. The SERVICE PROVIDER shall advise the CITY of possible adjustments to the MACC budget and provide recommendations as appropriate to meet the CITY's budget goals.
4. **Renderings (additional service):** 3D renderings illustrating key interior spaces showing mass and basic materiality to aid in the selection of colors and understanding of interior spaces.
5. **Consultants:** See sub-consultants' scope of work including basic and additional services.
6. **Presentations:** Appropriate presentations of design Development basic services documentation.

Deliverables: Including those items listed in the OFM Guidelines for basic services, the Design Development Design Documents will include;

- Design Development level, two-dimensional architectural drawings for each structure, generally including floor plans, wall and building sections, elevations, and other two-dimensional images as appropriate to convey the design intent.
- Design Development level drawings for engineering items including structural, HVAC, plumbing, fire protection, electrical, equipment, communications, security, audio-visual, civil, landscape and specialty equipment as described in the OFM Guidelines.

- Color and Material Board showing main materials for review and approval. Comments from the CITY are requested within one week in order to stay on schedule.
- Three-dimensional Interior architectural design graphics showing design, materials, and colors (2-4 images) (Additional Services)
- Outline specification using product Cutsheets to establish design intent for review and approval. Comments from the CITY are requested within one week in order to stay on schedule.
- DD level parametric MACC Cost Estimate, excluding soft costs and other City required expenses. Comments from the CITY are requested within one week in order to stay on schedule.
- 50% DD Coordination Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.
- 100% DD Documents Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.

CONSTRUCTION DOCUMENTS (CD)

1. **CD Phase:** Based upon the CITY's written approval of the Design Development documents' updated cost estimate, and confirmed Base Bid Scope and any Alternate Bid items and Including those items listed in the OFM Guidelines for basic services, the SERVICE PROVIDER shall move into the Construction Document phase. The Construction Documents will include preparation of drawings and specifications, setting forth in detail the requirements for the Project bidding, permitting, and construction.
2. **Permit Coordination:** Including those items listed in the OFM Guidelines for basic services, the SERVICE PROVIDER shall coordinate the plan review and permit process including the submittal of required documents to the AHJ, and will be the primary point of contact for permitting agencies. The CITY, as the Owner, shall be responsible for signing all applicable permit documents as required by the AHJ, unless the SERVICE PROVIDER can sign on behalf of the CITY.
 - Permit Fees: The CITY shall be responsible for direct payment of all permit and plan review fees to all governing/permitting agencies.
 - Submittal Documents: The SERVICE PROVIDER shall provide completed permit application(s), site and building design drawings, specifications, structural calculations, energy code compliance calculations, storm water management report and geotechnical reports as indicated in the scope of Services. Per previous conversations with the AHJ there are no special permits needed for the project.
 - Comment Response: The SERVICE PROVIDER shall provide written responses to agency plan review comments, and revise documents as needed for permit acquisition. The CITY shall provide other documents if required by the AHJ.
3. **Cost Estimating:** An updated CD level parametric estimate for the Cost of the Work shall be prepared, reflecting the scope of the Project indicated in the CD Documents and organized by Base Bid and Alternate Bid items. The SERVICE PROVIDER shall advise the CITY of any final adjustments to the MACC, and provide recommendations as appropriate to meet the CITY's Project goals and budget.

4. **Project Manual / Specifications:** The SERVICE PROVIDER shall collaborate with the CITY to develop the Project Manual, incorporating the CITY's required "Front End" documents for the bidding process, General and Supplementary Conditions, prevailing wage rates, and other contractual documents required by the CITY to be contained in the Project Manual. A multi-volume Project Manual will be prepared containing project bidding requirements and organized in the 33 division Master Spec format. The Project Manual will include the following basic components:
- Division 0 – General Bidding Requirements and General Conditions: The CITY shall provide the SERVICE PROVIDER its standard bidding requirements including, but not limited to, Instructions to Bidders, Bidder's Checklist, Form of Proposal, legal forms and documents, and General and Special or Supplemental Conditions. The SERVICE PROVIDER and the CITY will mutually work to confirm that the General Conditions are compatible with the Project conditions, editing the documents as needed and providing any Supplemental Conditions.
 - Division 01 – General Requirements: The SERVICE PROVIDER shall prepare the Division 01 General Requirements sections, edited for the specific conditions of the Project and for consistency with the CITY's General Conditions, subject to the CITY's approval.
 - Divisions 2-33 – Technical Specifications: The SERVICE PROVIDER shall prepare technical specifications using the standard CSI format to specify materials, products and systems for the Project.
5. **Bid Document Distribution:** The SERVICE PROVIDER shall provide all Bidding Documents to an electronic plan center for uploading to an on-line document distribution service such as ARC plan center or Builders Exchange etc. The CITY will be responsible for direct payment to the plan center.
6. **Consultants:** See sub-consultants' scope of work including basic and additional services.

Deliverables: Including those items listed in the OFM Guidelines for basic services, the Construction Documents will include,

- Construction Document level, two-dimensional architectural drawings for each structure, generally including floor plans, wall and building sections, elevations, details, and other two-dimensional images as appropriate to convey the design intent.
- Construction Document level drawings for all buildings for structural, HVAC, plumbing, fire protection, electrical, equipment, communications, security, audio-visual, civil, landscape and equipment systems
- Fully compiled Project Manual / technical specifications book. Comments from the CITY are requested within one week in order to stay on schedule.
- CD level parametric MACC Cost Estimate, excluding soft costs and other City required expenses. Comments from the CITY are requested within one week in order to stay on schedule.
- 80% CD Coordination, Cost Estimating, and Building Permit Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.
- 100% CD/Bid Documents Set (.pdf documents by transfer file). Comments from the CITY are requested within one week in order to stay on schedule.

TASK 5 - BIDDING PHASE

1. **Bid Phase Services:** Including those items listed in the OFM Guidelines for basic services, the SERVICE PROVIDER shall attend one pre-bid conference, prepare and issue addenda as necessary and answer bidders' questions during the bidding process.
2. **Call to Bid / Bid Advertisement:** The CITY shall be responsible for all bid advertising to local newspapers and the Daily Journal of Commerce. the SERVICE PROVIDER shall provide the CITY with basic project information as required for advertisements.
3. **Analysis of Substitutions:** The SERVICE PROVIDER shall provide services consisting of consideration, analysis, comparisons, and recommendations relative to product and material substitutions proposed by bidders for the Project prior to receipt of bids. Approved substitutions will be identified in addenda.
4. **Bid Materials Distribution:** Bid documents will be available electronically through services such as the Builders Exchange system and the CITY's website.
5. **Pre Bid Meeting:** Per OFM guidelines, the SERVICE PROVIDER shall conduct and provide meeting minutes for the pre bid conference.
6. **Communication during Bidding:** Bidder questions shall be e-mailed to the SERVICE PROVIDER.
7. **Bid Opening:** The CITY shall conduct the bid opening process and maintain the official summary of bids.
8. **Bid Evaluation:** The SERVICE PROVIDER shall provide services consisting of evaluation of bids, and assistance in reference checking of the apparent low bidder.
9. **Conformed Drawings (additional service):** If requested by the CITY, the SERVICE PROVIDER shall provide conformed drawing set incorporating addenda into the overall drawing set, issuing the set to the SERVICE PROVIDER, the CITY and the GENERAL CONTRACTOR.
10. **Contract Agreements:** Assist CITY in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the CITY, of notice(s) to proceed with the work.
11. **Consultants:** See consultant proposals from each consultant scope of work including basic and additional services.

TASK 6 - CONSTRUCTION ADMINISTRATION

A. GENERAL: Including those items listed in the OFM Guidelines for basic services, the Construction administration will provide the following services.

1. **Terms & Definitions:** Including those items listed in the OFM Guidelines for basic services, the Construction administration will provide the following services. Terms and definitions for this contract agreement and shall be consistent with the terms and definitions set forth in the Contract Documents, including the General Conditions, and the Division 01 Specifications. In the event of a discrepancy, the Contract Document terms and definitions shall take precedence.
 - a. **Construction Administrator:** The SERVICE PROVIDER shall provide a Construction Administrator who shall act as the SERVICE PROVIDER's representative for the duration of construction of the Work. In general, the Construction Administrator will be responsible for up to weekly site visits (and other visits as needed or requested as an additional service) to observe and monitor the progress of the Work; scheduling and conducting regular (typically weekly) progress meetings and other meetings as required with the CITY and SERVICE PROVIDER; preparing meeting agendas and minutes; reviewing and responding to properly prepared Requests for Information (RFIs) from the SERVICE PROVIDER; reviewing and making appropriate revisions to applications for payment from the SERVICE PROVIDER; preparing and facilitating Proposal Requests (PR's) and Architect's Supplemental Instructions (ASI's); reviewing and preparing Change Order Proposals (COPs) and Change Orders (CO's) consistent with the CITY policies and procedures; facilitating the process of changes to the Work onsite; reviewing, commenting, and processing Submittals from the Contractor; and other responsibilities as required to fulfill the scope of services described herein. (Note: SERVICE PROVIDER will provide, at its discretion, other qualified personnel (sub-consultants) in assistance roles supporting the Construction Administrator, for the duration of the construction Work). The Construction Administrator will be provided with work space in the CITY's portable site office (provided by the Contractor under the terms of the Contract). The Construction Administrator will be the point of contact for the Contractor and CITY. All "paperwork" will go through the Construction Administrator and be dispersed by THE SERVICE PROVIDER. The Construction Administrator will keep the official construction logs for submittals, RFIs, COPs, Change Orders, etc. The use of an online construction tracking system administered either by SERVICE PROVIDER or Contractor will be used.
 - b. **Project Manager:** The CITY will provide a Project Manager, employed or contracted by the CITY, for the duration of the Work. The Project Manager will act on behalf of the CITY, in cooperation with the Construction Administrator, to provide direction to the Contractor at such times that specific on-site direction is required, using documentation and input provided by the Construction Administrator. The Project Manager will coordinate regularly with the Construction Administrator, as necessary for consistent communication, with regard to timely decisions and the fulfillment of the CITY's obligations in its agreement with the Contractor. The Project Manager shall represent the CITY in all matters pertaining to this Agreement between the SERVICE PROVIDER and the CITY, the Contract between the Contractor and the CITY, and provide authorization for changes to the aforementioned Agreement and Contract.

- c. **Contractor:** The term "Contractor", used herein, refers to the General Contractor with whom the CITY has entered into a Contract Agreement for the construction of the Work.
2. SERVICE PROVIDER will coordinate the work of its subconsultants, each of whom will provide qualified personnel for field observations and monitoring specific to their portion of the Work, and shall be bound to the same terms and conditions as SERVICE PROVIDER.
3. SERVICE PROVIDER shall advise and consult with the CITY during the Construction Phase Services, and shall have the responsibility and authority to act on behalf of the CITY only to the extent provided in this Agreement. SERVICE PROVIDER shall not have authority to direct the Contractor.
4. SERVICE PROVIDER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall SERVICE PROVIDER be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. SERVICE PROVIDER shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or of any other persons or entities performing portions of the construction Work.

B. EVALUATIONS OF THE WORK

1. SERVICE PROVIDER, and SERVICE PROVIDER's subconsultants, as representatives of the CITY, shall provide basic services consisting of monitoring the progress of the contractors work relative to the contractors established schedules and making status reports to the City, this includes: (1) visit the site at intervals appropriate to the stage of the Contractor's operations, and as otherwise agreed by the CITY and SERVICE PROVIDER herein, to become generally familiar with, and to keep the CITY informed about, the progress and quality of the portion of the Work completed; (2) guard the CITY against defects and deficiencies observed in the Work; and (3) determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Document. SERVICE PROVIDER is not responsible for the Contractor's scheduling, and shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. SERVICE PROVIDER's Construction Administrator will typically be on site up to 1 day per week, based on the nature of the work and specific project demands. Similarly, SERVICE PROVIDER will schedule and coordinate with its subconsultants to be on site based on the nature of the work and specific demands requiring site visits associated with each subconsultant's portion of the Work. Excessive site visits and evaluation of the work because of contractor issues may require additional services.
2. SERVICE PROVIDER shall facilitate a Pre-Construction meeting and regular progress meetings (as mutually determined with the CITY, typically weekly) to be attended by the Contractor's representatives and representatives of the CITY in accordance with the Contract Documents. SERVICE PROVIDER will schedule and provide notification of the meetings. In addition, SERVICE PROVIDER shall conduct (lead) the meetings, and prepare the meeting agendas and minutes. SERVICE PROVIDER will also facilitate other meetings as required by the CITY and the Contractor and within the agreed-upon fee structure).
3. SERVICE PROVIDER shall at all times have access to the Work wherever it is in preparation or progress, and shall be provided office space within the CITY's field office.

4. SERVICE PROVIDER shall make recommendations to the CITY to reject Work that does not conform to the Contract Documents. Whenever SERVICE PROVIDER considers it necessary or advisable, SERVICE PROVIDER shall make recommendations to the CITY to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.
5. SERVICE PROVIDER shall provide the CITY with recommended actions as provided herein. The CITY shall be responsible for directly issuing correspondence related to Contract compliance to the Contractor and for directing the Contractor as may be required from time to time in the construction of the Work, including potential cessation of the Work or portions of the Work. The CITY may hire specialty inspection and testing firms to conduct specialty inspections and testing, which fall outside the expertise or capabilities of SERVICE PROVIDER and its subconsultants or the CITY.
6. Interpretations and recommendations of SERVICE PROVIDER shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial recommendations, SERVICE PROVIDER shall endeavor to secure faithful performance by both the CITY and the Contractor, and shall not be liable for the results of interpretations or recommendations so rendered in good faith. On matters of aesthetics, the CITY will endeavor to implement the recommendations provided by SERVICE PROVIDER.

C. SUBMITTALS

1. SERVICE PROVIDER shall review, make comments, approve/reject, and/or note other appropriate actions upon the Contractor's submittals such as Shop Drawings and Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the Design Intent expressed in the Contract Documents. SERVICE PROVIDER's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, while allowing sufficient time in SERVICE PROVIDER's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
2. SERVICE PROVIDER shall review the schedule of submittals furnished by the Contractor and maintain a record of the submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. In addition to the Contractor's required submittals log, SERVICE PROVIDER shall forward a copy of its own record of submittals to the CITY along with SERVICE PROVIDER's action on the submittals as requested. With the use of electronic cloud based tracking system these logs will be available at any time
3. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, SERVICE PROVIDER shall specify appropriate performance and design criteria that such services must satisfy.

4. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval and the appropriate Washington registration seal/stamp as required by the Contract Specifications when submitted to SERVICE PROVIDER. SERVICE PROVIDER shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certification or approvals performed by such design professionals.

D. CLARIFICATIONS

1. SERVICE PROVIDER shall review and respond to properly prepared Requests for Information (RFI's) from the Contractor about the Contract Documents submitted on the approved Request for Information (RFI) form. In the event that the response to an RFI is determined to be grounds for a Change to the Contract Plans/Specifications, Contract Sum, Contract Time, or any combination thereof, SERVICE PROVIDER shall coordinate and consult with the CITY. Changes to the Work may be executed as defined in the project Contract Documents. An Architect's Supplemental Instruction ASI may be issued with SERVICE PROVIDER's RFI response as indicated below. SERVICE PROVIDER shall maintain a record of and copies of the Contractor's RFI's and all written directives and memoranda, and shall forward copies to the CITY on a weekly basis (typically during the regular progress meetings). The RFI's shall be numbered sequentially and SERVICE PROVIDER shall maintain a log of all RFI's indicating receipt, distribution, action and resolution for each RFI.
2. SERVICE PROVIDER shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to Requests for Information by the Contractor. An Architect's Supplemental Information (ASI) form will be prepared for each successive ASI item, indicating supplemental information for the Contractor's use not generally involving a Change to the Contract Time or Contract Sum. SERVICE PROVIDER shall maintain a log of ASI's. SERVICE PROVIDER shall forward copies of these items on a weekly basis (typically during the regular progress meetings).

E. CHANGES IN THE WORK

1. When required, SERVICE PROVIDER shall prepare Change Order Proposal (COP) responses, Change Orders, and Construction Change Directives for the CITY's approval and execution in accordance with the Contract Documents. With the express written consent of the CITY, SERVICE PROVIDER may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. Except in these specific instances, SERVICE PROVIDER shall not have authority to direct the Contractor. If necessary, and subject to the CITY approval, SERVICE PROVIDER shall prepare, reproduce and distribute Drawings and Specifications and other necessary supporting documentation and data to describe Work to be added, deleted or modified.
2. SERVICE PROVIDER shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Plans/Specifications, Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit SERVICE PROVIDER to make a reasonable recommendation to the CITY without extensive investigation or preparation of additional

drawings or specifications. If SERVICE PROVIDER determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, SERVICE PROVIDER may issue an order for a minor change in the Work, with the express written consent of the CITY, or recommend to the CITY that the requested change be denied.

3. If SERVICE PROVIDER determines that implementation of the requested change(s) would result in a material change to the Contract that may cause an adjustment in the Contract Plans/Specifications, Contract Time or Contract Sum, SERVICE PROVIDER shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization by the CITY, and based upon information furnished by the Contractor, if any, SERVICE PROVIDER shall review the Contractor's estimate and inform the CITY of additional cost and time that might result from such change, including potential additional costs attributable to a Change in Services of SERVICE PROVIDER. With the CITY's approval, SERVICE PROVIDER shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY's execution or negotiation with the Contractor.
4. SERVICE PROVIDER shall maintain records relative to changes in the Work. SERVICE PROVIDER shall submit weekly logs to the CITY categorizing all Proposal Requests, RFIs, Construction Change Directives, Change Orders, and Submittals processed. Logs shall include the status of documents and any cross-references and dollar amounts associated with the particular document.

F. CERTIFICATION OF PAYMENTS TO CONTRACTOR

1. SERVICE PROVIDER shall review and certify the amounts due the Contractor and shall make recommendations to the CITY to issue Certificates for Payment in such amounts. SERVICE PROVIDER's certification for payment shall constitute a representation to the CITY, based on SERVICE PROVIDER's evaluation of the Work as provided under this Agreement, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of SERVICE PROVIDER's knowledge, information and belief, the quantity and quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by SERVICE PROVIDER.
2. The issuance of a Certificate for Payment shall not be a representation that SERVICE PROVIDER has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors of any tier and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. SERVICE PROVIDER shall maintain a record of the Contractor's Applications for Payment.

4. The CITY shall be responsible for maintaining and filing all Payment forms and documentation. Copies of Payment Applications will be forwarded to SERVICE PROVIDER.

G. PROJECT COMPLETION / CLOSEOUT

1. SERVICE PROVIDER shall conduct inspections to determine the date or dates of Substantial Completion (specific to individual structures, and for full Substantial Completion of all Portions of the Work) and the date of Final Completion, shall advise the CITY of those recommended dates, and shall receive from the Contractor and forward to the CITY, for the CITY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
2. SERVICE PROVIDER's review of the Work shall be conducted with the CITY's Project Manager to determine conformance of the Work with the requirements of the Contract Documents and to verify completion of items noted in the list of Work to be completed or corrected as submitted by the Contractor.
3. When the work is found to be substantially complete, SERVICE PROVIDER shall confirm with the CITY the balance of the Contract Schedule of Prices remaining to be paid to the Contractor, including any amounts needed to be paid for final completion or correction of the Work.
4. If it becomes necessary for SERVICE PROVIDER to make additional punch list back-checks, as a result of the Contractor's non-performance or inability to complete the Work, SERVICE PROVIDER shall notify the CITY. If additional services by SERVICE PROVIDER are required and authorized by the CITY, SERVICE PROVIDER may be due a Change in Service, if such services are not included in the scope of services authorized by this Supplemental Agreement. The CITY may elect to back charge the Contractor for this expense as provided for in the General Conditions of the Contract Documents.
5. Once the Project is deemed to be Substantially Complete in the opinion of SERVICE PROVIDER, SERVICE PROVIDER shall notify the CITY, in writing, that final Substantial Completion has been achieved for all Portions of the Work. SERVICE PROVIDER will prepare a Certificate of Substantial Completion for signature by the Contractor and the CITY. SERVICE PROVIDER and its Subconsultants shall review and check for conformance with the Contract Documents all the Operations and Maintenance Manuals required by the Contract Documents. SERVICE PROVIDER shall generally review records, written warranties and related documents required in the Contract Documents, to be provided by the Contractor, including the Contractor's own written list of incomplete items.
6. SERVICE PROVIDER shall receive final Closeout documentation from the Contractor as required in the OFM guidelines and Contract Documents including, but not limited to: (1) final payment request with final releases and supporting documentation, warranties, bonds, and certificates of insurance of products; (2) updated final statement, accounting for additional (final) changes to the Contract Sum; (3) certified copy of Architect's final punch list of itemized work to be completed; (4) consent of surety or sureties, if any, to reduction in, or partial release of, retainage

or the making of final payment as set forth in the Performance Bonds; (5) final liquidated damages settlement statement (if any); (6) evidence of continuing insurance coverage complying with the insurance requirements of the Contract Documents; (7) Certificate of Occupancy from permitting jurisdiction; (8) Record Documents; and (9) Other Closeout Submittals required by the CITY and other agencies having jurisdiction.

7. SERVICE PROVIDER shall assist the CITY in the process of achieving Final Contract Acceptance including subsequent site visits to check on acceptable completion and remaining minor Punch List items, within available hourly fee budgets or as negotiated if fee budgets have been depleted. SERVICE PROVIDER shall make recommendation regarding Final Payment to the Contractor based upon a final review of the Work, indicating that the Work complies with the requirements of the Contract Documents.

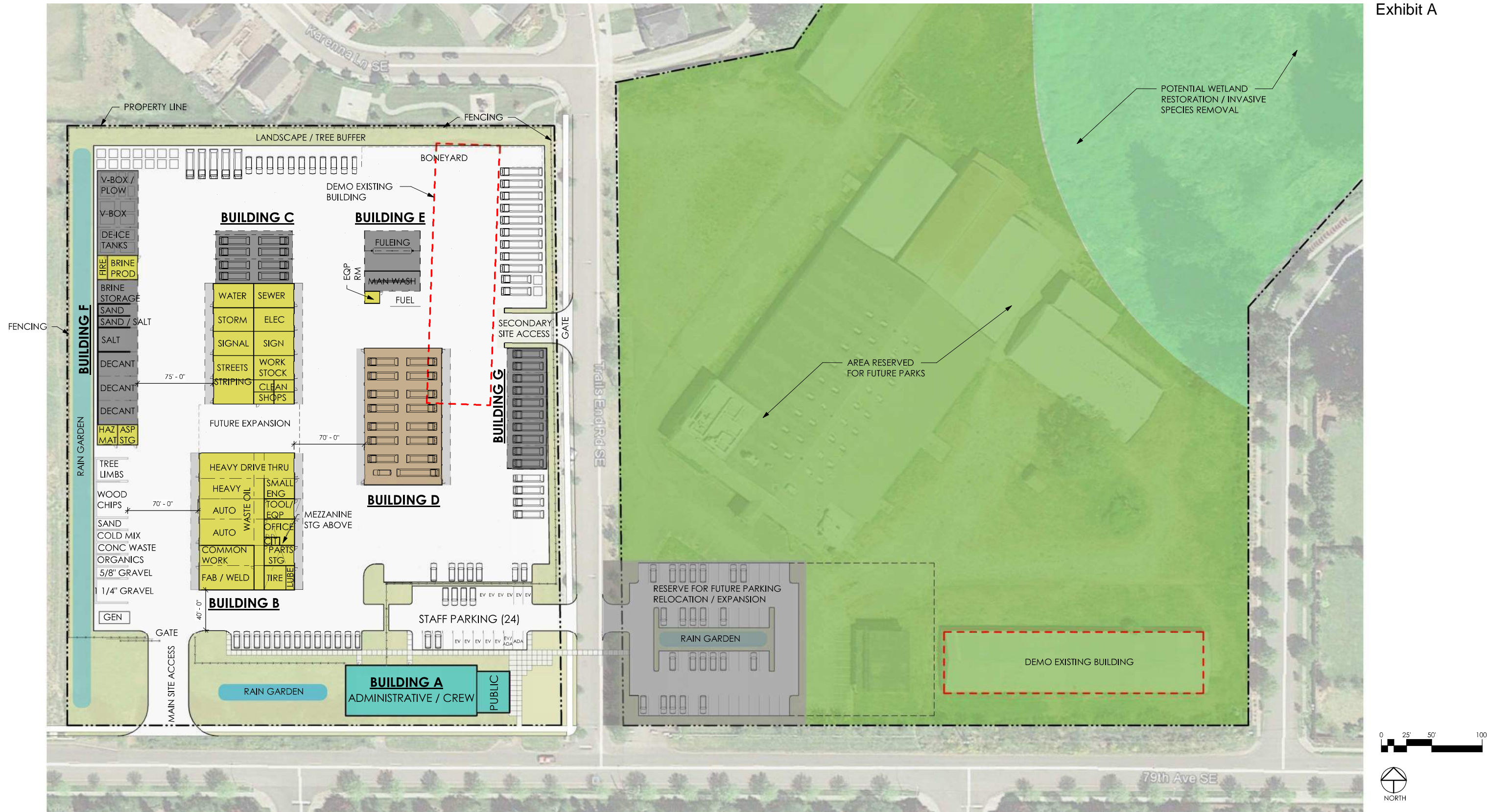
H. **AS-BUILT AND RECORD DRAWING DOCUMENTS**

1. SERVICE PROVIDER shall review As-Built documents provided by the Contractor for general compliance and clarity. If, in the opinion of SERVICE PROVIDER, the Contractor-provided As-Built documents are determined to be unacceptable, SERVICE PROVIDER will return the documents to the Contractor for revision and re-submittal.
2. Once the As-Built documents have been completed in a manner acceptable to the SERVICE PROVIDER the documents will be provided to the CITY.
3. **Record Drawings (additional service):** At the request of the CITY, the SERVICE PROVIDER shall update the electronic Contract Document files (drawings and specifications) including the changes as noted by the Contractors As-built documents. The SERVICE PROVIDER will provide the CITY with a download link containing all electronic files of drawings, .pdf files of all drawings, and .pdf files of project specifications.
4. Other Select SERVICE PROVIDER files, as requested by the CITY, will be provided by a downloadable link for the CITY use.

PRELIMINARY SCHEDULE

1. Below is an approximate schedule that is anticipated for design and construction. This schedule will be updated at each phase and throughout the project as necessary.

Project NTP	TBD
○ Schematic Design:	3 months
○ Design Development:	4 months
○ Construction Documents:	4 months
○ Bid:	1 month
○ Construction:	12-14 Months



CITY OF TUMWATER MAINTENANCE AND OPERATIONS FACILITY

site plan | 05.18.22

**Structural Engineering
Scope of Work****Structural Engineering Design – Task 21**

1. Coordinate with TCF Architecture, as well as civil and MEP consultants.
2. Prepare structural calculations.
3. Prepare engineered construction drawings.
4. Review cost estimates prepared RC Cost Group.
5. Structural site design will include the design of any site retaining walls 4 feet or less in height, storage bunker walls, and equipment foundations associated with the project.
6. Review specifications prepared by TCF Architecture.

Bidding / Permitting – Task 22

7. Assist TCF Architecture filing documents related to the structural systems, as required for approval by the CITY. Task includes coordinating and assembling the structural drawings and calculations to be included in the permit submission. We assume that the architect will take the lead in filling out the permit application and submitting all documents to the CITY.
8. Respond to CITY permit review comments related to the structural system and revise the plans as required by the CITY. This task includes meetings with the TCF Architecture to review CITY comments.
9. Assist CITY during the bid process. This task includes attendance at pre-bid meetings, as well as responding to contractor questions and substitution requests.

Construction Phase Services – Task 23

10. Review shop drawings, test reports, and contractor-requested changes as they relate to the design.
11. Observe construction, which includes visits to the site at appropriate intervals to become familiar with the quality and progress of the work as it is relative to the primary structural system, and prepare observation reports.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of sub consultants, e.g., geotechnical, material testing, and other specialist, if required by the review agency.
- b) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- c) Costs associated with reconsiderations of agency decisions.
- d) Costs associated with title reports or other legal documents.
- e) Costs associated with substantial redesign after preparation of design development drawings.
- f) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- g) Design of a non-conventional foundation system.
- h) Structural engineering associated with contractor's erection means, methods, and sequences.
- i) Design of any site features no indication, such as retaining walls over 4 feet in height, landscape seat walls, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- j) Mechanical or electrical services.
- k) Development of an opinion of probable construction costs.
- l) Preparation of conformed drawings prior to the start of construction.
- m) Preparation of record drawings at the end of construction together with the Letter of Completion, if required by the CITY.
- n) Dividing the design work into more than one phase of work.

Additional Services

Conformed Drawings – Task 24

Prepare an updated Revit model and Confirm Drawing set prior to the start of construction. The Conformed Drawings will incorporate any agency review comments and bid addenda, as necessary, to provide a comprehensive set for construction of the project.

Record Drawings – Task 25

Prepare an updated Revit model and Record Drawing set at the end of construction. The Record Drawings will incorporate any contractor redlines as well as AHBL construction sketches as necessary to provide a comprehensive set for use by the CITY.

For both task, we will bill our engineering effort on a time and expense basis against the noted allowances.

Mechanical Electrical Plumbing Scope of Work

BASIC SERVICES

Mechanical Systems

- Schematic Design, Design Development, Construction/Bid Documents (plans and specifications), permitting, services for HVAC, DDC control systems, plumbing and underground utilities within five feet of the building exterior for storm drainage, waste water drainage, and domestic water. The piping invert elevation will be coordinated between BCE and the civil engineer.
- Fire protection systems will be Riser room support drawings and bidder design performance specifications.

Electrical Systems

- Schematic Design, Design Development, Construction /Bid Documents (plans and specifications), permitting services for building electrical power, site electrical power, building lighting, site lighting, fire alarm and data network communication infrastructure wiring. (See "Exclusions" for services not included).

EXCLUSIONS

The following tasks are excluded from BCE's scope of services for this Project:

- Cost Estimating (by others)
- Any Power, Street Lighting or Comm Frontage Improvements
- Mechanical/Electrical Commissioning as the Commissioning Agent
- Commissioning Support
- LEED Documentation/Submittals
- Fire Pumps
- Solar Panel Systems
- Grease interceptors, sand sediment filtration tanks, oil water separators.
- Life-Cycle Cost Analysis
- Value Engineering
- Constructability Review drafting
- Construction Change Orders / Directives
- Printing (Except as required for hard copy permit submittals).
- Telephone systems, computer servers, network switches.
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittal for any grant monies

ADDITIONAL SERVICES

In addition to Basic Services provided in a separate proposal BCE proposes the following additional services as hourly NTE:

1. Conformed Set
2. CAD Record Set
3. Security system, access control, CCTV coordination/design (up to 20 CCTV locations & 20 access control locations)
4. Sound System/AV Design (for crew/training room)
5. WSEC Analysis and Design: WSEC Section C406 "Additional Efficiency Package Credits": It is difficult mechanically or electrically to obtain all of these credits with the current cost estimate level. Also, past experience has shown that it is difficult or expensive to obtain the credits with an Enhanced Envelope and/or Reduced Air Barrier. This requires additional brainstorming meetings with the design team and additional analysis to choose the cost effective way to obtain these credits. In the past maintenance projects, the least expensive route has been to design around a DOAS. These systems are typically used in B Occupancy buildings (such as building A) and are built into the MACC for that building. DOAS systems are not typically used in S Occupancy buildings and therefore the MACC does not reflect those costs. Also, OFM Design Schedule C does not include fee for the complexity of designing a DOAS for buildings B, C, D, and E. In addition "Load Management" requirements and required PV systems for buildings over 10,000 sq/ft will require additional coordination and design
6. Specialty equipment MEP coordination for Fleet and Shops buildings
7. Fuel system design and specification, WSP to provide system requirement and design criteria. Fuel system design requires additional time to design due to the complexity potential of the system. They require specific meetings on fuel storage quantities, types of fuel, fuel delivery speeds, software management systems, etc. Easier design includes a packaged tank/dispenser combinations that can be tailored to the needs of the Owner. More complex designs include the design of a built-up system including multiple fueling lanes, underground vs. above ground tanks, containment systems, pump and piping sizing, dispenser types, etc. BCE will also have to design the electrical power, lighting, and drainage systems (trench and area drains and oil/water separators) associated with the fueling area.
8. Vehicle wash and water reclaim design and specification, WSP to provide system requirements and design criteria. The wash system design requires additional time to design due to the complexity potential of the system. They require specific meetings on the sizes of vehicles to be washed, the frequency of washing vehicles, whether or not it is to operation year around (freeze protection). Designs include the actual wash equipment (touchless, brushed, undercarriage washing, etc.), the water treatment system, the water heating system (it has been noted that gas-fired equipment is not desired). BCE will also have to design the electrical power, lighting, water delivery piping, and drainage systems (trench and area drains, solids interceptors, and oil/water separators) associated with the wash equipment. Additional design will be required if water recycling is desired which increases the design complexity to include more water treatment and filtration."

9. Vehicle Charging station for 25% of stalls and infrastructure for remaining stalls
10. Fire protection routing coordination for up to 2 locations.
11. Whole site generator design
12. Lube System Design and Specification

EXCLUSIONS TO ADDITIONAL SERVICES

The following tasks are excluded from BCE's scope of services for this Project:

- Cost Estimating (by others)
- Any Power, Street Lighting or Comm Frontage Improvements
- Off site power and communication coordination.
- Mechanical/Electrical Commissioning as the Commissioning Agent
- Commissioning Support
- LEED Documentation/Submittals
- Fire Pumps
- Grease interceptors, sand sediment filtration tanks, oil water separators.
- Life-Cycle Cost Analysis
- Value Engineering
- Constructability Review drafting
- Construction Change Orders / Directives
- Printing (Except as required for hard copy permit submittals).
- Telephone systems, computer servers, network switches.
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittal for any grant monies
- Solar panels systems beyond code required

Equipment and Maintenance Operations and Planning Scope of Work

1. Schematic Design

- a. Operations and equipment requirements will be developed to a schematic design level for the new maintenance and operations facilities. Schematic design will address layout and arrangement of each shop, vehicle maintenance bays, material storage, bulk materials, and fleet parking.
- b. FPS will update the preliminary equipment list (dated February 3, 2017) to align with the schematic design.
- c. Participate in Design Review meetings as needed with TCF Architecture and the CITY.

2. Design Development

- a. SD level design will be developed for the new maintenance and operations facility. Recommended equipment and storage requirements will be identified.
 - Vehicle maintenance equipment including vehicle lifts, lubrication services, hose reels, vehicle exhaust systems, etc. will be identified and confirmed as existing to be re-used vs. new equipment and systems.
 - Parts shelving, cabinets, drawer storage, racking, and misc. storage requirements will be identified and confirmed as existing to be re-used vs. new equipment and systems.
 - All equipment and storage system selections will be identified to include quantities and outline specifications to identify manufacturer, capacities, owner-contractor responsibilities, and budget.
 - The equipment list will be updated and detailed to include utility requirements (power, compressed air, data, plumbing, specialty services, etc.)
- b. Participate in Design Review meetings as needed with TCF Architecture and the CITY.

3. Construction Documents

- a. FPS will support TCF Architecture during construction document development. We will complete detailed equipment placement drawings for the CD phase, including design review at +/- 90%, and final 100% Bid Set Drawings.
- b. FPS will provide detailed plans and specifications for planned equipment and storage requirements. Specification format will be per CSI standards and coordinated with TCF Architecture.
- c. Participate in Design Review meetings as needed with TCF Architecture and the CITY.

4. Equipment Bidding – FPS will support bidding, bid reviews, and new equipment proposals for compliance with constructions documents.

5. Construction Administration Support – FPS will support construction administration for the project. Equipment submittal reviews, comments, and approvals will be completed. We will respond to contractor RFI's and general equipment coordination issues. We anticipate a final site visit for installation review, punch list and final acceptance support.

Civil Engineering

Scope of Work

Phase 1 Schematic Design

This phase includes the preparation of schematic design drawings and are limited to conceptual basic services layout of site water, drainage and sanitary systems.

Task 1 Schematic Design Plans

1. Attend up to one(1) virtual meeting with TCF Architecture
2. Prepare conceptual level engineering plans including:
 - a. Site Improvement Plan- Based on the site plan provided by TCF Architecture. TCF Architecture will provide the site plan showing initial locations of buildings, paving, walkways, driveways, parking and fencing locations. SCJ will provide linework for basic water, sewer, storm and preliminary grading.

Phase 1 Deliverables

- Schematic Design Plan

Phase 2 Design Development and Site Plan Review

This phase includes the continued development of layouts for water, drainage and sanitary systems. The Design Development documents will be preliminary in nature and provide character of the project.

Task 1 Design Development Plans

1. Continue developing the layouts for water, drainage, and sanitary sewer.
2. Update and prepare the design development engineering plans including:
 - a. Site Improvement Plan
 - b. Grading Plan
 - c. Drainage Plan
 - d. Water and Sewer Plan

Phase 2 Deliverables

- Design Development Plans

Phase 3 Construction Documents and Permitting

This phase includes continued development of layouts for water, drainage and sanitary systems. SCJ will perform the following tasks:

Task 1 Construction Documents

1. Incorporate conditions of approval from the SPR staff report into the construction documents.
2. Update plans to incorporate revisions to the layouts for water, drainage and sanitary systems.

Phase 3 Deliverables

- Civil CAD Files

Phase 4 Bidding Support Services

This phase includes bidding support related to questions or clarifications the contractors may have regarding the design scope mentioned above.

1. Attend one (1) pre-bid meeting

Phase 5 Civil Construction Support Services

This phase includes construction support from the pre-construction meeting through substantial completion. SCJ will assist with construction support services and provide the following services for the design scope mentioned above:

1. Attend one (1) pre-construction meeting.
2. Provide engineer's supplemental information as needed.

Assumptions:

- SCJ will provide input; however, the Architect will finalize the site plan (building locations, site amenities, parking areas, etc.) and provide it to SCJ in CAD format.
- Water, sanitary sewer, and roof drain stub locations and invert elevations 5-feet from the building will be provided by others.
- Meetings more than those identified below will require additional fees.
- Conceptual and Detailed Design Review, as required will be completed by the architect. No meetings or coordination efforts are included for design review.
- Construction documents and design for the frontage improvements along 79th Avenue SE is not included and will be done by other.
- Frontage improvements along 79th Avenue SE and Trails End Road include new curb, gutter, planter, sidewalk, lighting and street trees is not included and will be done by other.
- Traffic signal plans and modifications are not anticipated and not included.
- All utility, permit and connection fees associated with the project will be paid by the CITY.
- Construction phasing plans are not included.
- Parking lot lighting service coordination will be completed by TCF Architecture electrical sub-consultant. See Phase 3 Task 3 below.

- Dry utility coordination, applications and fees associated with service connections, relocations or underground are not included in the scope of work. See Phase 3 Task 3 below.
- If required, coordination with the utility providers for existing overhead utilities to underground is not included. It is anticipated that all applications and coordination with PSE and other utility service providers will be completed by others. See Phase 3 Task 3 below.
- Parking lot lighting design calculations are not included. It is assumed that the electrical engineer will prepare the lighting design and necessary calculations required for permitting.
- Structural/Retaining wall design and calculations are not included for walls over 4 feet tall.
- Value engineering and constructability review is not included.
- LEED coordination and documentation is not included.
- Specifications will be in CSI format.
- Fire flow modeling and calculations are not included. Flow information will be provided by the CITY.
- A geotechnical report with infiltration rates and pavement design will be provided by the client.
- A survey for the project area will be provided in CAD format.
- Environmental analysis, research, and recommendations regarding the potential for existing underground storage tanks and potential for contamination are not included.
- Critical area reports and documentation are not included.
- There are no environmentally sensitive areas located onsite or that effect the proposed project. No environmental reports are required.
- A Traffic Impact Analysis (TIA) is not included. See the “Additional Services” section below for additional information.
- Variance or Justification Requests Documentation from CITY code is not included.
- Parking Modification Request Documentation from CITY code is not included.
- Preparation for and attendance at a neighborhood meeting is not included. See the “Additional Service” section below for additional information.
- SEPA will either be a Determination of Non-Significance (DNS) or Mitigated DNS; an Environmental Impact Statement is not assumed to be required. It is assumed the CITY will act as the SEPA administrator.
- Dewatering plans and design considerations are not included.
- Coordination and permitting associated with the building demolition and Olympia Region Clean Air Agency (ORCAA) permitting requirements are not included.
- All communication from the contractors during bidding will be through the architect. There will be no direct communication with SCJ Alliance.
- The architect will prepare the project manual and bid advertisement and issue bid addenda. It is assumed SCJ will have a minor role in bidding support related to questions or clarifications as they arise.
- Bidder questions will be few and minor in nature.
- Existing water and sewer run along 79th Avenue and have the adequate capacity to connect to.
- It is assumed there will be a minor amount of RFI’s and infrequent contractor requests.
- Deviations from design plans during construction will be minor in nature.

- It is assumed that the contractor will keep accurate redline plans on-site for use in record drawings preparation. Should adequate records not be kept, a post construction survey of improvements may be required to prepare record drawings.

Additional Services

Phase 1 Schematic Design

This phase includes the preparation of schematic design drawings and are limited to conceptual basic services layout of site water, drainage and sanitary systems.

Task 1 Additional Services

1. Attend up to two (2) CITY/design team coordination meetings in preparation of Presubmission Conference and scoping meetings.
2. Prepare stormwater scoping meeting and Presubmission Conference applications.
3. Perform conceptual stormwater sizing analysis.
4. Prepare exhibits for stormwater scoping meeting coordination.
5. Prepare conceptual level cost estimate for civil engineering related elements.
6. Perform quality control of the stormwater analysis and schematic design plan.

Phase 1 Deliverables

- Conceptual Cost Estimate
- Presubmission Conference and Stormwater Scoping Meeting Applications
- Stormwater Scoping Meeting Exhibit(s)

Phase 2 Design Development and Site Plan Review

This phase includes the continued development of the schematic design documents. The Design Development documents will be preliminary in nature and provide character of the project. SCJ will also prepare and submit the Site Plan Review application and associated documents utilizing the design development documents.

Task 1 Design Development Plans

1. Attend up to six (6) coordination meetings (virtual or online meetings assumed).
2. Perform one site visit.
3. Coordinate with the Architect regarding parking lot layout. Prepare turn template exhibits to ensure the appropriate drive aisle and turning radii are provided.
4. Complete up to one (1) site plan revisions resulting from the Presubmission conference and stormwater scoping information provided by the CITY.
5. Update and prepare the design development engineering plans including:
 - a. Cover sheet
 - b. Existing Conditions Map – Based on Topographic Survey prepare by others
 - c. Demolition and Temporary Erosion and Sedimentation Control Plan

- d. Site Improvement Plan
- e. Drainage Plan
- f. Drainage Details
- g. Water and Sewer Plan
6. Prepare preliminary drainage report with supplemental reports including: Pollution Source Control Plan and Stormwater Management Plan
7. Coordinate, prepare for and attend up to two (2) meetings with the CITY to discuss site layout, stormwater, permitting requirements, and entitlement process.
8. Prepare preliminary Stormwater Pollution Prevention Plan (SWPPP)
9. Perform quality control
10. Update cost estimate
11. Prepare preliminary specifications in CSI format
12. Address comments during the coordination and design team review process.

Task 2 Site Plan Review (SPR)

1. Prepare site plan review application and supplemental checklists.
2. Prepare project narrative.
3. Prepare SEPA Checklist and coordinate responses with CITY and Architect.
4. Perform quality control of the SPR documents prior to submittal.
5. Coordinate and attend SPE submittal intake meeting.
6. Review staff comments and coordinate with CITY regarding clarifications or questions.
7. Update drawings/reports to address staff comments.
8. Resubmit plans/reports to CITY for final project approval.
9. Prepare for attend follow up intake meeting with CITY.

Phase 2 Deliverables

- Design Development Plans
- Preliminary Drainage Report
- Specification outline in CSI format

Phase 3 Construction Documents and Permitting

This phase includes the preparation of construction and permitting documents describing the requirements for construction of the project. SCJ will perform the following tasks:

Task 1 Construction Documents

1. Attend up to six (6) coordination meetings (virtual or online meetings assumed).
2. Incorporate conditions of approval from the SPR staff report into the construction documents.
3. Prepare civil engineering construction plan set:
 - a. Cover Sheet
 - b. General Notes and Legend

- c. Existing Conditions Map – Based on Topographic Survey prepared by others
 - d. Demolition and Temporary Erosion and Sedimentation Control Plan (2 sheets)
 - e. Temporary Erosion Control Notes and Details.
 - f. Site Improvement Plan (4 sheets)
 - g. Site Improvement Notes and Details (2 sheets)
 - h. Grading Plan (4 sheets)
 - i. Grading Details (1 sheet)
 - j. Retaining Wall Profiles (if needed)
 - k. Drainage Plan (2 sheets)
 - l. Drainage Notes and Details (2 sheets)
 - m. Water and Sewer Plan (2 sheets)
 - n. Water and Sewer Profiles (2 sheets)
 - o. Water and Sewer Notes and Details
 - p. Building G Alternate Plan (1 sheet)
4. Prepare final drainage report including operation and maintenance manual and pollution source control plan.
 5. Coordination on Building G Alternate.
 6. Prepare final Stormwater Pollution Prevention Plan (SWPPP)
 7. Prepare specification for civil design elements in CSI format.
 8. Perform quality control of the construction documents prior to submittal
 9. Update cost estimate.

Task 2 Permitting Coordination

1. Prepare applications for submittal to the CITY via the online portal.
2. Update design to address CITY comments. For this task up to two (2) rounds of comments and responses have been assumed. Approximately 40 hours of cumulative effort have been assumed in the included fee to address and respond to the comments. Additional efforts may require additional fees.
3. Prepare NPDES Notice of Intent (NOI) for Washington Department of Ecology's General Construction Stormwater Permit coverage and submit to the Department of Ecology.

Task 3 Utility Coordination

This task includes coordination efforts in support of the Electrical Engineer relating to the utility coordination/undergrounding, building service connections, and parking lot lighting service connections.

1. Prepare and provide CAD files in support of the utility undergrounding coordination, service connection locations, parking lot lighting design and electrical charging stations (if any) layout to the electrical engineer for coordination with PSE.
2. Coordinate underground utility routing with the Electrical Engineer to avoid impacts to existing and proposed utilities.
3. Coordinate parking light pole location, EV charging station locations and reference locations and required pads on the Civil Site Plan.

Phase 3 Deliverables

- Civil Engineering Plan
- Civil Specifications (CSI Format)
- Drainage Report
- SWPPP
- Civil CAD Files

Phase 4 Bidding Support Services

This phase includes bidding support related to questions or clarifications the contractors may have.

1. Respond to up to four (4) bidder questions and requests for information.
2. Review up to three (3) substitution requests
3. Prepare bid addenda. SCJ anticipates no more than 1 plan revision and addenda issuance.

Phase 5 Conformed Construction Documents

This phase includes modifications to the construction documents addressing any addendas issues during the bidding or negotiating process.

1. Revise civil plans associated with the conformed construction documents.
2. Revise specifications associated with the conformed construction documents.

Phase 5 Deliverables

- Conformed civil drawings and specifications.

Phase 6 Civil Construction Support Services

This phase includes construction support from the pre-construction meeting through substantial completion. SCJ will assist with construction support services and provide the following services:

1. Attend one (1) pre-construction meeting
2. Review material submittals.
3. Prepare for and attend three (3) construction meetings / site visits and prepare field reports after each site visit.
4. Provide response to contractor request for information (RFI). SCJ anticipated no more than eight (8) RFI's throughout the duration of the project.
5. Coordinate with other disciplines to resolve RFI's and questions related to the design.
6. Provide engineer's supplemental information as needed.
7. Provide civil documents associated with change orders as needed.

Phase 7 Project Closeout

This phase includes construction closeout tasks required for project closeout. SCJ will assist with project closeout and provide the following services:

1. Provide one (1) site visit to prepare punch list.
2. Prepare civil punch list.
3. Provide one site visit to back punch.

Phase 7 Deliverables

- Punch List

Phase 8 Record Documents

1. Provide civil engineering related record drawings

Phase 8 Deliverables

- Civil Record Drawings

Phase 98 Additional Services

Additional Services will be charged on a time and material basis and include items not included in this scope such as attendance at public meetings and hearings. Additional Services will be authorized to be performed by TCF Architecture in advance. Additional Services will include a 10% administrative fee.

Phase 99 Expenses

Expenses will be charge on a time and material basis and include items such as travel, mileage, plan reproduction, copies, etc. All expenses, except for mileage, will include a 10% administrative fee. If requested SCJ will provide a copy of our typical expense rates. A budget of \$1,000 will be included in the contract for expenses.

Assumptions:

- SCJ will provide input; however, the Architect will finalize the site plan (building locations, site amenities, parking areas, etc.) and provide it to SCJ in CAD format.
- Water, sanitary sewer, and roof drain stub locations and invert elevations 5-feet from the building will be provided by others.
- Meetings more than those identified below will require additional fees.
- Conceptual and Detailed Design Review, as required will be completed by the architect. No meetings or coordination efforts are included for design review.
- Construction documents and design for the frontage improvements along 79th Avenue SE is not included and will be done by other.
- Frontage improvements along 79th Avenue SE and Trails End Road include new curb, gutter, planter, sidewalk, lighting and street trees is not included and will be done by other.
- Traffic signal plans and modifications are not anticipated and not included.
- All utility, permit and connection fees associated with the project will be paid by the CITY.
- Construction phasing plans are not included.
- Parking lot lighting service coordination will be completed by TCF Architecture electrical sub-consultant. See Phase 3 Task 3 below.
- Dry utility coordination, applications and fees associated with service connections, relocations or underground are not included in the scope of work. See Phase 3 Task 3 below.
- If required, coordination with the utility providers for existing overhead utilities to underground is not included. It is anticipated that all applications and coordination with PSE and other utility service providers will be completed by others. See Phase 3 Task 3 below.
- Parking lot lighting design calculations are not included. It is assumed that the electrical engineer will prepare the lighting design and necessary calculations required for permitting.
- Structural/Retaining wall design and calculations are not included for walls over 4 feet tall.
- Value engineering and constructability review is not included.
- LEED coordination and documentation is not included.
- Specifications will be in CSI format.
- Fire flow modeling and calculations are not included. Flow information will be provided by the CITY.
- A geotechnical report with infiltration rates and pavement design will be provided by the client.
- A survey for the project area will be provided in CAD format.
- Environmental analysis, research, and recommendations regarding the potential for existing underground storage tanks and potential for contamination are not included.
- Critical area reports and documentation are not included.
- There are no environmentally sensitive areas located onsite or that effect the proposed project. No environmental reports are required.
- A Traffic Impact Analysis (TIA) is not included. See the "Additional Services" section below for additional information.
- Variance or Justification Requests Documentation from CITY code is not included.

- Parking Modification Request Documentation from CITY code is not included.
- Preparation for and attendance at a neighborhood meeting is not included. See the “Additional Service” section below for additional information.
- SEPA will either be a Determination of Non-Significance (DNS) or Mitigated DNS; an Environmental Impact Statement is not assumed to be required. It is assumed the CITY will act as the SEPA administrator.
- Dewatering plans and design considerations are not included.
- Coordination and permitting associated with the building demolition and Olympia Region Clean Air Agency (ORCAA) permitting requirements are not included.
- All communication from the contractors during bidding will be through the architect. There will be no direct communication with SCJ Alliance.
- The architect will prepare the project manual and bid advertisement and issue bid addenda. It is assumed SCJ will have a minor role in bidding support related to questions or clarifications as they arise.
- Bidder questions will be few and minor in nature.
- Existing water and sewer run along 79th Avenue and have the adequate capacity to connect to.
- It is assumed there will be a minor amount of RFI’s and infrequent contractor requests.
- Deviations from design plans during construction will be minor in nature.
- It is assumed that the contractor will keep accurate redline plans on-site for use in record drawings preparation. Should adequate records not be kept, a post construction survey of improvements may be required to prepare record drawings.

**Landscape Services
Scope of Work****Task 1 – Project Management**

- A. Review City of Tumwater Landscape Requirements (TMC 18.47 Landscaping)
 - 1. TMC 18.47.050 (A) Type I Perimeter Landscaping
 - 2. TMC 18.47.050 (B) Type II Perimeter Landscaping
 - 3. TMC 18.47.050 (D) Landscaping Between Parking Lots and ROW
 - 4. TMC 18.47.050 (E) Parking Area Interior Buffers
 - 5. TMC 18.47.050 (G) Outdoor Storage Buffers
- B. Site Visit to Review Existing Conditions
- C. Obtain CAD Site Plans from Architect and Engineer in each Task listed below. It is anticipated that each Task will include (2) Site Plan Updates
- D. Coordinate with Civil Land Use Processes
- E. Coordinate with Civil SEPA Completion
- F. Attend Virtual or In-person Team or Public Workshops. It is anticipated that each Task will include (2) Meetings
- G. General Coordination with Design Team
- H. In-house Quality Assurance. It is anticipated that each Task will include (2) Quality Assurance review by LLA Partner.

Task 2 – Schematic Design Phase

- A. Provide (2) Submittals for the Schematic Design Phase, one at 50% and the other at 100%
- B. Schematic Design Phase will include the following:
 - a. 20 Scale Landscape Planting Plans that show planting design for the areas listed in the Design Program. Landscape Planting Plans will include:
 - i. Layout of trees, shrubs, grasses, and groundcovers, botanical and common names, quantities, and sizes.
 - ii. Color photographs of proposed plant palette.
 - b. Schematic Design of the Entry Plaza for Building A
 - i. Layout of concrete paving, include score pattern
 - ii. Located site amenities including bike racks, benches, flagpoles, and picnic tables
 - iii. Provide catalog cut sheets for site amenities
- C. Provide (1) Construction Cost Estimate at 50% submittal

Task 3 – Design Development Phase

- A. Provide (2) Submittals for the Design Development Phase, one at 75% and the last at 100%

- B. Design Development Phase Drawings will include the following:
 - a. 20 Scale Landscape Planting Plans that show planting design for the areas listed in the Design Program. Landscape Planting Plans will include:
 - i. Updated layout of trees, shrubs, grasses, and groundcovers, botanical and common names, quantities, and sizes.
 - ii. Updated Color photographs of proposed plant palette
 - b. Design Development of the Entry Plaza for Building A
 - i. Updated layout of concrete paving, include score pattern
 - ii. Provide details of concrete paving, concrete seat walls, and flag poles
 - iii. Updated location of site amenities including bike racks, benches, and picnic tables.
 - iv. Provide catalog cut sheets for site amenities
 - c. Provide (1) Construction Cost Estimates at 75% submittal
 - d. Provide Construction Specifications Outline
 - e. In-house Quality Assurance

Task 4 – Construction Document Phase (Permitting and Agency Review)

- A. Provide (2) Submittals for the Construction Document Phase one 75% and the last at 100%
- B. Construction Document Phase will include the following:
 - a. 20 Scale Landscape Planting Plans that show planting design for the areas listed in the Design Program. Landscape Planting Plans will include:
 - i. Updated layout of trees, shrubs, grasses, and groundcovers, botanical and common names, quantities, and sizes.
 - ii. Updated Color photographs of proposed plant palette
 - b. Entry Plaza for Building A
 - i. Updated layout of concrete paving, include score pattern
 - ii. Updated details of concrete paving, concrete seat walls, and flag poles
 - iii. Updated location of site amenities including bike racks, benches, and picnic tables.
 - c. Irrigation Plans
 - i. Layout of irrigation system including irrigation heads, mainline and lateral line
 - ii. Irrigation legend, notes, and zone valve schedule
 - iii. Irrigation details including point of connection, double valve assembly, valve details, and irrigation head details
- C. Provide (1) Construction Cost Estimates at 100% submittal
- D. Provide Construction Specifications in CSI Format

Task 5 – Conformed Set

- A. Create Conformed Set of Construction Drawings and Specifications

ADDITIONAL SERVICES

Additional Services requested by the CITY shall be billed at an agreed upon fixed fee or hourly at our standard billing rates. They may include, but are not limited to the following:

- Construction Administration Services, including any RFI responses during or after Bid Review, Submittal Reviews
- Fencing Layout and Detailing – by TCF
- Any Additional Site Visits Not Listed in Tasks Above
- Wetland Buffer Enhancement or Restoration

Acoustical Services
Scope of Work

Schematic Design

Environmental Noise Impact Study – Complete 24-hour on-site noise assessment along the residential property line to quantify the risk of maintenance and mechanical systems with respect to the City of Tumwater Chapter 8.08 – Noise Control code.

Construction Documents

Environmental Noise Control Compliance – Review and analyze all of the proposed building support systems (HVAC, tools, operations) compared to noise code requirements. Provide detailed documentation noting noise control plan for building and systems, and noise control compliance documentation.

Geotechnical Scope of Services

Field Exploration

The field exploration program consists of the following:

Exploration Type	Number of Explorations	Planned Exploration Depth (feet) ¹	Planned Location
Soil Borings with Monitoring Wells	3	25 or refusal	Planned building areas
Soil Borings	3	25 or refusal	Planned building areas
Test Pits	7	10 or refusal	Planned building and parking/driveway areas

1. Below existing ground surface

Exploration Layout and Elevations: We will use handheld GPS equipment to locate the proposed subsurface explorations with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may also be utilized. Approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map provided to us by TCF.

Subsurface Exploration Procedures: Soil borings will be advanced using a track-mounted drill rig using continuous-flight hollow-stem augers or mud rotary drilling. Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-spoon sampling (performed in general accordance with ASTM D1586). This sampling method advances a standard 2-inch outer diameter split-barrel sampling spoon into the subsurface by repeatedly dropping a 140-pound hammer a fall height of 30 inches. The number of blows required to advance the sampler the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are reported as uncorrected values on the boring logs at the test depths. Samples obtained from split-spoon sampling are typically tested for index properties. All samples are placed in appropriate containers, taken to our soil laboratory for visual examination and testing, and classified by a Geotechnical Engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare draft boring logs in the field (i.e. field logs) as part of standard drilling operations. The field logs will include sampling depths, sampler advancement, penetration resistance, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Monitoring Well: The 2018 City of Tumwater Drainage Design and Erosion Control Manual (2018) requires installation of and groundwater level monitoring in at least 3 wells for the Detailed method. The Simple Method and Rain Garden design requirements require characterization of groundwater levels during the wet season.

Three monitoring wells will be constructed following advancement of three of the soil borings at the site. We anticipate a 10-foot screen interval for 15 to 25 feet below existing ground surface to evaluate groundwater level that may exist below the site. We will install a data logging piezometer in each well set to record groundwater levels hourly.

We will return to the site to download groundwater data approximately every other month after installation. We anticipate needing to monitor groundwater levels through the wet season, as required by the City of Tumwater Drainage Design and Erosion Control Manual. The piezometers will remain in the wells until about May of 2023.

Prior to construction, we assume the monitoring wells will be abandoned per Washington Department of Ecology requirements by the earthwork contractor.

Test Pit Procedures: Test pits are advanced via an excavator. The test pit sidewalls and excavated soil are observed by a Terracon field representative and characterized as described for soil borings. Groundwater seepage depths as well as fill, debris, and other deleterious materials observed are described in the field logs as well. Excavated soils are stockpiled in the vicinity of the pit for further observation and for convenient backfilling. The density/consistency of the soil is inferred through frequent probing of the base of the excavations for the upper 4 feet. Thereafter, soil density is inferred from observations of the excavated soil and excavator level of effort.

Test pits are typically terminated upon contacting dense to very dense/hard soil units. Bulk samples are collected to evaluate potential reuse of onsite soils.

Shear Wave Velocity Measurements: Based on the subsurface conditions anticipated from the geologic maps, we believe the project can benefit from a geophysical survey to characterize the shear wave velocity profile for the upper 100 feet. This will allow us to more appropriately assign a seismic site class for the development. Testing and post-processing of the data obtained will be performed by Terracon or a subcontractor to Terracon. This is non-displacement test method and will not result in property disturbance.

Property Disturbance: Borings will be backfilled with granular bentonite unless a monitoring well is to be installed. Backfilling of exploration holes will be performed consistent with Washington State Administrative Code (WAC 173-160).

Our services do not include repair of the site beyond backfilling the exploration holes, though care will be taken to limit property disturbance. Excess auger cuttings will be dispersed in the general vicinity of the borehole unless requested otherwise. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Test pits are backfilled with the excavated soil and placed in lifts with some compactive effort applied by the excavator between lifts. The soil within the backfilled test pits will generally be looser than the in situ, preexisting condition; excess soil typically remains following backfilling. Excess soil will be scattered onsite within the vicinity of the test pit unless requested otherwise.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. We assume the SERVICE PROVIDER will resolve any access restrictions associated with private property, locked gates, and barricades.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings and excavations into the subsurface, therefore Terracon will comply with Washington State Administrative Code (WAC) in requesting public utility location service through Washington One Call (811). We will consult with the CITY/ SERVICE PROVIDER regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the CITY/ SERVICE PROVIDER prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. As part of our standard procedures for conducting site investigations, Terracon will subcontract a private utility to aid in identifying the presence of private utilities in the general vicinity of the proposed exploration locations. Fees associated with the additional services are included in our current Scope of Services. It is important to note that the detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. Terracon's use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

We will provide a draft geotechnical report for your review and comment prior to providing a final, stamped geotechnical report. The geotechnical engineering report will provide the following:

- Boring and test pit logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling, including data collected from groundwater monitoring program over the wet season
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Results and interpretation of groundwater monitoring well readings
- Preliminary estimate of infiltration rate based on grain size correlations
- Recommendations for permanent subsurface drainage
- Seismic hazards, including liquefaction
- Seismic site classification and mapped spectral acceleration values for S_s and S_1

- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters
- Recommendations for additional study (if necessary)

Post-report Consultation: Following issuing of the final geotechnical engineering report, the need for geotechnical consultation often arises as the design progresses and design changes are incorporated. From our experience, several hours of consultation with a Senior Geotechnical Engineer may become necessary for the design team for this type of project. This task assumes twelve hours of consultation with a Senior Engineer to assist with the following items:

- **Bidding Assistance:** From our experience, several hours of consultation with a Senior Geotechnical Engineer may be necessary for addressing questions during the bid process.
- **Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Infiltration Testing: Recessional glacial outwash is anticipated to be present that may provide sufficient porosity to make stormwater infiltration viable. The City of Tumwater Drainage Design and Erosion Control Manual requires a pilot infiltration test (PIT) be conducted within the footprint of the proposed rain garden area unless the site is underlain by Type A soils. Our review of the National Resource Conservation Service Web Soil Survey indicates the site is mapped as being mantled with soil in hydrologic soil group A (Type A). The mapping scale of the NRCS maps is large; presence of Type A soil should be further evaluated with soil classification from grain size analysis of soil samples collected from the site. The infiltration rate of Type A soils can be evaluated through grain size analysis.

If laboratory grain size test results indicate soil at the infiltration facility locations is not Type A or if relatively impermeable soil underlying Type A soil is disclosed in the explorations, field infiltration testing may be required. If infiltration facility types other than the raingardens are proposed, field infiltration testing may be required.

Conducting a PIT consists of excavation of a test pit and monitoring of the rate of infiltration. Following infiltration monitoring, the test is overexcavated to observe if any soil units of lower permeability and/or groundwater are present. The PIT is required to be performed during the wet seasonal period from early December to late April.

If PITs become necessary, PITs should be conducted during the wet season as required by the City of Tumwater Drainage Design and Erosion Control Manual. Testing will be performed consistent with the City of Tumwater Drainage Design and Erosion Control Manual. Terracon will

coordinate with the Civil Engineer to estimate the appropriate infiltration depth. Following testing, the pit will be over excavated to observe the soil stratum and for groundwater mounding. Samples will be collected at the base of the infiltration test base and in 2-foot intervals thereafter until a maximum depth of 15 feet is reached, or refusal. Backfilling will be performed as described for test pits. The planned location and base elevation of the stormwater infiltration facility must be provided to Terracon prior to field mobilization.

Hydrogeologic Analyses: Consistent with the City of Tumwater Design and Erosion Control Manual (2018), projects subject to the detailed analysis method will need to evaluate the impact of infiltration rate and proposed added volume from the project site on local groundwater mounding, flow direction, and water table levels. Additionally, the city may require a groundwater mounding analysis depending on the depth to the seasonal high groundwater. Following our field investigation and piezometric data collection, Terracon can provide a proposal for hydrogeologic analyses.

Construction Stormwater Water Management: In western Washington, sites that are over 1 acre in total area are subject to special permitting requirements through the Washington Department of Ecology to manage stormwater runoff. Terracon can assist in navigating the often-overlooked need for construction stormwater water permitting as well as provide construction inspection services required by permitting agencies to confirm compliance with the permits. Construction services can often be provided concurrent with geotechnical construction observations to provide an efficient and comprehensive construction service. Discussions of this service are best reserved for after a 90% design submittal and at least 3 weeks before the start of construction in order to optimize efficiencies for construction visits.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations and assumes construction methods will be performed in a manner sufficient to meet our expectations and site conditions are consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated soil testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Terracon is also available to provide construction materials testing and special inspection services for concrete, steel, asphalt, and related structural components. Prior to construction, Terracon can provide a proposal for construction materials testing and special inspection services.

Perform Environmental Assessments: Our geotechnical Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. Terracon is providing a separate scope of services for Phase 1 Environmental Site Assessment and a Hazardous Building Materials survey.

Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015)

When budgeting for state capital projects, the estimated value of the Architectural/Engineering (A/E) Basic Services fee (Exhibit A) can be determined by using these fee guidelines. The guidelines are divided into three levels determined by the type and complexity of the building. They are used in the preparation of capital budget requests for Washington State public works building projects under the jurisdiction of the Department of Enterprise Services, universities, natural resource agencies, and the Department of Transportation. A/E Basic Services are defined in this document.

The payment of A/E fees represents some of the most important dollars spent on a project. These funds are an investment affecting both the quality and successful completion of a project. Recognizing this, calculation of a fee structure to obtain quality design at a reasonable cost presents a challenge. There are pros and cons associated with any system used to set fees, and there is great variation in the types and complexity of state construction projects.

These fee guidelines originally were the outcome of a study coordinated by the Office of Financial Management (OFM) to review other fee guidelines and identify approaches used by other states. The study included state agencies, the Washington Council of the American Institute of Architects, American Council of Engineering Companies of Washington, and state universities. State agencies documented examples within state government where the existing fee system posed problems, and they proposed changes that would improve the state system. Higher education agencies provided evaluations of the scope, magnitude, and methods used to establish fees for design services at peer institutions. Updates to the fee guidelines also have considered issues raised by the design community.

Use of the Guidelines

These fee guidelines should be used in preparing capital budget requests to determine the maximum amount that may be payable for A/E basic service fees in fixed price agreements and percent of construction cost agreements. The guidelines define the standard basic services (based on the definition of basic services) that should be included in each design phase of state public works projects for the typical design/bid/build process. They also provide further definition of what are considered reimbursable expenses, extra and other services.

Agencies may choose to pay design consultant fees or allow extra and other charges in a manner other than described in these guidelines, and any additional cost (above the level provided by the guidelines) may be paid from other agency resources.

Percent Fee Compensation

The standard fee schedule has been prepared to establish a basis for determining the scope and cost of design services and to focus the attention of agencies on the quality, capability, and prior performance of the firms being selected for public works projects.

The fee schedule is used to prepare capital budget requests. The actual contracts for basic services payable to the A/E shall be a negotiated fixed amount or percentage of the maximum allowable construction cost of the project not including fees; licenses; permits; sales taxes; contingencies; and change orders caused by A/E errors or omissions, or change orders which do not require design consultant services. Based on the specific circumstances of each project, the final negotiated fee may be above or below the guidelines shown on the schedule. In addition to the basic services fee, allowances will be negotiated for services not covered in the basic services contract.

Maximum Allowable Construction Cost

The Maximum Allowable Construction Cost (MACC) is defined as the total sum available to the general contractor for construction purposes, including all alternates. The MACC excludes Washington state sales tax, professional fees, project contingency funds, or other charges that may not be under the scope of the general contractor. The budget for A/E basic services is based on the MACC plus construction contingency as reflected in the Capital Budgeting System (CBS) and the updated cost estimating form (C-100). The negotiated fee for A/E basic services should be based on the MACC only as shown in Exhibit A – A/E Fee Schedule.

Remodel Design

A/E costs and effort may vary greatly between individual remodeling projects of the same dollar amount. Consequently, each project will be analyzed on an individual basis. As a general rule, the fee will be based upon the building type classification. When program changes are significant or if warranted by other conditions, fees noted under those schedules **may** be increased by *up to three percent* for basic services. Factors to be considered include:

- Age and character of the building
- Availability and accuracy of existing plans and specifications
- Extent and type of program revisions
- Requirement to maintain the building's existing character
- Extent of mechanical and electrical involvement

Phased construction in occupied buildings may substantially affect the construction schedule. More field observation and coordination may require consideration of additional fees beyond the basic services contract amount.

Fee Modifications

It is recognized that there may be considerable variance between projects of a similar size and type that may necessitate modification of the A/E fee schedule. Examples of special circumstances that may necessitate such modifications include:

- Unusual site conditions
- Unique problems requiring specialized or extensive consulting services
- Renovations required by additions to an existing structure
- Unusually slow or fast development schedule (fast track, design build, GC/CM)
- Contractor design (fire protection systems)
- Large portions of work outside the control of the prime architect (wetlands mitigation)

Other circumstances where a fee modification may be appropriate include the following:

Repetitive Design

Where all or part of a project is a site adaptation of a previous design, the basic services fee shall be negotiated, recognizing the reduced level of services. This usually reduces the program analysis, design, and bidding document preparation costs to an amount necessary to update the documents for site work, code revisions, etc. Reductions must be considered on a case-by-case basis.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Equipment and Substantially Reduced Work Requirements

Where a project involves a substantial amount of expensive equipment that may be relatively easy to accommodate, fees should be reduced accordingly. Likewise, any contract or modification to a contract where work requirements are substantially less than indicated by the application of a percentage fee need to be addressed separately. Projects with disproportionate elements of high cost, such as earth moving, may be relatively easy to design and fees should be reduced accordingly.

Prototype Design

The initial design of a prototype facility, such as a housing unit at an institution, may warrant a full design fee based on the previous development of the prototype. However, the fee for A/E basic services for all additional replications of the prototype constructed at the same time or at other locations in the future shall be calculated at 40 percent of full fees.

Policy Regarding Geographic Location of Consultant

It is the state's policy to obtain the highest quality design services for a fair and equitable payment to the design firm. The state recognizes that the investment for quality design services is directly related to a well-organized construction process and maximum functionality of the completed project. With this in mind, proposals for design services will be accepted from all firms wishing to work for the state, and evaluated based on the firm's capability, competency, and experience in successfully completing similar projects.

The fee structure should be appropriate for each project, regardless of the location of the consultant. The basic services fee includes all travel costs associated with the performance of basic services within a 50-mile radius of the project. General expenses for the cost of travel and per diem between 50 and 350 miles shall be based on state rates and may be reimbursable to the extent they are reasonable and negotiated within the A/E agreement. Travel expenses beyond 350 miles for both the agency and consultants must be justified in writing when submitting a budget request to OFM.

Basic Services Fee Breakdown

The following is a guide for splitting the A/E fee into approximate percentages for each phase of work. Although it is not intended to be absolute, significant deviations should be closely reviewed. The intent of the guidelines is to ensure that design requirements progress in an orderly manner and that essential planning and system development occur when most beneficial to the project. Essential elements of the work should be completed and approved prior to initiating succeeding design phases. For a more detailed explanation of activities normally included in each phase, see the A/E Basic Services section.

The basic fee categories are described below:

Percent of Basic Services Fee	
Schematic Design	18
Design Development	20
Construction Document	31
Bidding	2
Construction	27
Project	2

A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages and are included on the Capital Project Cost Estimate within CBS. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

Schematic Design Services (18 Percent)

In the Schematic Design phase, the A/E provides those services necessary to prepare Schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the predesign phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E.

Schematic design includes the following:

Project Administration	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.
Document Checking	Review and coordination of project documents.
Consulting Permitting Authority	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
Data Coordination User Agency	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
Structural Design	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
Mechanical Design	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
Electrical Design	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
Civil/Site Design	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Specifications	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
Materials Research	Services consisting of identification of potential of architectural materials, systems, and equipment.
Scheduling	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision-making, design, and documentation.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the schematic design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
Presentations	Services consisting of appropriate presentation(s) of schematic design documents by the A/E to agency representatives.

Design Development Services (20 Percent)

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved schematic design documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

Design development includes the following:

Project Administration	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
Disciplines Coordination	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Structural Design	Services consisting of continued development of the specific structural system(s) and schematic design documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
Mechanical Design	Services consisting of continued development and expansion of mechanical schematic design documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.
Electrical Design	Services consisting of continued development and expansion of electrical schematic design documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
Civil/Site Design	Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the project that are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
Specifications	Services consisting of preparation for the agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the MACC.
Presentations	Services consisting of appropriate presentation(s) of design development documents by the A/E to agency representatives.

Construction Document Services (31 Percent)

In the construction documents phase, the A/E shall provide the services necessary to prepare for approval by the agency – from the approved design development documents; construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.

Project Administration	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences.
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Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Disciplines Coordination	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
Structural Design	Services consisting of preparation of final structural engineering calculations, drawings, and specifications based on approved design development documentation, which details structural construction requirements for project.
Mechanical Design	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved design development documentation, setting forth in detail the mechanical construction requirements for the project.
Electrical Design	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the project.
Civil/Site Design	Services consisting of preparation of final civil/site design drawings and specifications based on approved design development documentation required for the project, which are normally prepared by the architect. See the Extra Services section for detailed civil design services beyond basic services.
Specifications	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
User Agency Assistance	Provide necessary information to user agency for the preparation of OFM requirements for release of allotments including preparation of cost statistics.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Bidding Phase (2 Percent)

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.

Project Administration	Services consisting of bidding administrative functions.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
Bidding Materials	Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
Analysis of Substitutions	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
Bid Evaluation	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
Contract Agreements	Assist using agency in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.

Construction Contract Administration Phase (27 Percent)

In the Construction Contract Administration phase, the A/E shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

Project Administration	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
Disciplines Coordination Document Checking	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
Project Representation	Services consisting of assisting the agency in selection of full- or part-time project representative(s).
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
Cost Accounting	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

Project Closeout (2 Percent)

Project Closeout	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
Record Documents (As-Builts)	Receive and review the contractors marked up field records. Supply the record documents to user agency. (Transferring the contractor's record of field changes to the original record drawings may be authorized by the owner as an additional service.)
Operations and Maintenance Manuals	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to user agency.
Warranty Period	Continued assistance to investigate contract problems that arise during the warranty period.

A/E Extra Services/Reimbursables and Other Services

The majority of projects should be completed within the structure of the basic fee schedule.

However, some projects will be more complex and require a range of Extra Services/Reimbursables and Other Services, which will be negotiated for specific tasks. These services typically require specialist expertise and may not neatly fall within one phase of service or another. As projects become more complex, they demand a variety of special studies and services. Extra Services/Reimbursables are services generally provided by the same A/E providing the basic services, and Other Services are those services generally provided by additional specialty consultants, either as subs to the prime A/E or as independent consultants directly contracted with the agency.

Extra services are not intended as an adjustment to basic services and should reflect actual anticipated cost. The following provides a guideline for evaluating the pricing of Extra and Other services, and establishing the eligibility of reimbursable expenses.

A. Pricing Consultants and Subconsultant Personnel

Multiplier	Negotiated rate within a range of 2 to 3.2 times employee direct base salary (not including fringe benefits, taxes, retirement contributions, or profit sharing).
Employees of Firm	Negotiated rate not to exceed a maximum of \$150 per hour.
Principal of Firm	A Principal is defined as a partner of a partnership, a stockholder of a corporation, or a duly authorized officer. The negotiated rate is not to exceed \$200 per hour.
Special Consulting Services	When special consulting services not normally associated with traditional project design are necessary, the fee may be outside of the above guidelines (such as expert witness or special investigations).
Service Charge on Sub-Consultant	Ten percent service charge may be added to work incorporated by addenda to the original agreement.

B. A/E Extra Services/Reimbursable Expenses

When drafting the A/E agreement, the Project Manager should review the following list in determining eligible reimbursable items. It is not all inclusive or exclusive and should only be used as a guide.

Alternative Cost Studies	Additional costing beyond the parametric estimates required in basic services as requested by the agency.
Energy Life Cycle Cost Analysis (ELCCA)	All projects over 25,000 square feet are required by Chapter 39.35 RCW to be analyzed for the cost of energy consumption and operation during its entire economic life.
Life Cycle Cost Analysis (LCCA)	All projects valued over \$5,000,000 or projects constructing new building space over 5,000 square feet are required to perform a life cycle cost analysis to evaluate the total cost of ownership for the building or building system. Agencies will utilize the Life Cycle Cost Tool (LCCT) which standardizes rates and methodology to perform the analysis.
Commissioning and Training	Cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems, and participating in an independent commissioning of the project and providing initial operator training on the maintenance of systems.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Enhanced Commissioning	A longer post occupancy phase, commonly referred to as enhanced commissioning, may be necessary to achieve the long-term desired performance of a new building or system. This work generally includes monitoring energy performance after construction, additional training to facility staff, and system adjustments to ensure the building continues to operate as originally designed.
On-Site Representative	On-site observation beyond the periodic site visits required under basic services for construction field observation.
Thermal Scans	Cost of an examination of a structure for thermal loss on existing facilities to be remodeled.
Value Engineering Participation and Implementation	Cost to the A/E for participation in the value engineering study and implementation of the accepted ideas that generate during the study.
Travel and Per Diem	Customary and approved costs to A/E during the course of basic and additional services (based on state rates and limited to between 50 and 350 miles).
Renderings, Presentations, and Models	Cost for special presentations, renderings, and models required for the project.
Document Reproduction	Additional cost of printing and mailing bidding and construction documents.
Advertising	Cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.
Constructability Review Participation and Implementation	Cost to the A/E for participation in the constructability review and implementation of the accepted changes.
Leadership in Energy and Environmental Design	Cost of providing services for negotiation, documentation, and associated services required for sustainable design project certificates with the U.S. Green Building Council.
Separate Bid Packages	Cost to the A/E for preparation of separate bid packages typically used in GC/CM type projects.
Professional Liability Insurance	Where coverage is required in excess of \$1 million, reimbursement of excess premium costs will be considered as a reimbursable cost.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

C. A/E Other Services

Consultant Selection Cost	Additional costs for private sector members of a selection committee if required (Chapter 39.80 RCW).
Specialty Consultants	<p>Cost of only those additional consultant services beyond A/E services provided under basic services. Specialty consultants include, but are not limited to:</p> <ul style="list-style-type: none"> • Acoustical Consultant • Civil Engineering additional services may include: <ul style="list-style-type: none"> ◆ Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer ◆ Storm drainage design and connections ◆ Design or study of issues for "sensitive areas" such as wetlands, steep slopes, or flood plains ◆ Water supply connections to wells, treatment systems, storage, and off-site main extensions ◆ Sanitary sewer design and infrastructure ◆ Road and pavement improvements ◆ Storm water quality and quantity computations, reports, design and details ◆ Temporary erosion and sediment control reports and drawings ◆ Special studies and reports for other agencies • Communications Consultant • Cost Estimating Consultant • Electronic/Audio Visual Consultant • Elevator Consultant • Hazardous Material Consultant • Hospital/Laboratory Consultant Interior • Design Consultant Indoor Air Quality • Consultant Kitchen Consultant • Landscape Consultant • Quality Control Consultant Security Consultant
Geotechnical Investigation	Cost of subsurface testing and evaluation.
Commissioning	Cost of an independent commissioning of the project.
HVAC Balancing	Cost to balance systems.
Site Survey	Cost of conducting a survey independent from design A/E.
Testing	Cost of a technician's services in acquiring and testing samples of materials used in the project as required in the state building code.
Energy LCCA Review	Fee to be paid for review of the energy life cycle cost analysis.
Value Engineering	Cost for performing the required value engineering study on a project by an independent multi-disciplined team.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Constructability Review/Plan Check	Cost for an independent consultant or contractor to review bid documents and determine if a project can be built as designed.
Graphics	Cost of special graphic and signage design.
Design/Code Plan Check	Cost of an independent plan check if not available within the local jurisdiction.
Other	Costs for requested documents, fax expenses, and special mail service when requested by owner.

D. Non-Eligible Expenses

- Consultants hired at A/E's option to perform basic services required by contract.
- Postage and handling of submittals, bid documents, correspondence, etc.
- Telephone expenses (local calls and line service).
- Copies of documents used by the A/E to perform normal services and not provided to owner.

A/E Fee Schedule - Building Types

<u>Schedule A</u>	<u>Schedule B</u>	<u>Schedule C</u>
<p>Facilities with more than average design difficulty:</p> <p>Art galleries Auditoriums (with stage) Communications buildings Courthouses Detention/correctional facilities, maximum Exposition buildings Extended care facilities Fish hatcheries Heating and power plants Hospitals Laboratories (research) Medical office facilities and clinics Mental institutions Museums Observatories Research facilities Sewer treatment plants Special schools Theaters and similar facilities Veterinary hospitals Water treatment plants</p>	<p>Facilities with average difficulty:</p> <p>Apartment buildings Archive building Armories Auditoriums (without stage) College classroom facilities Computer rooms Convention facilities Day care families Detention/correctional facilities, minimum and medium Dining halls/institutes Dormitories Fire and police stations Gymnasiums Laundry and cleaning facilities Libraries Neighborhood centers and similar recreation facilities Nursing homes Office buildings Recreational building Residences Schools (primary and secondary) Science labs (teaching) Stadiums, multi-purpose Storage facilities, cold Transportation terminals Vocational schools</p>	<p>Projects with less than average design difficulty:</p> <p>Civil and utility projects Emergency generator facilities Farm structures Greenhouses Guard towers Industrial buildings without special facilities Parking structures and garages Printing plants Prototype facilities (for any replication of previously designed facility) Service garages Shop and maintenance facilities Simple loft-type structures (without special equipment) Stadiums, grandstand type Warehouses</p>

EXHIBIT A

A/E FEE SCHEDULE

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$100,000				\$4,100,000	10.40%	8.99%	7.59%
\$200,000				\$4,200,000	10.37%	8.97%	7.57%
\$300,000				\$4,300,000	10.34%	8.94%	7.54%
\$400,000	Basic Services fee amount to be			\$4,400,000	10.32%	8.92%	7.52%
\$500,000	negotiated for projects with a MACC			\$4,500,000	10.29%	8.90%	7.50%
\$600,000	less than \$1,000,000			\$4,600,000	10.27%	8.87%	7.48%
\$700,000				\$4,700,000	10.24%	8.85%	7.46%
\$800,000				\$4,800,000	10.22%	8.83%	7.44%
\$900,000				\$4,900,000	10.20%	8.81%	7.42%
\$1,000,000	11.75%	10.30%	8.85%	\$5,000,000	10.17%	8.79%	7.40%
\$1,100,000	11.67%	10.22%	8.77%	\$5,100,000	10.15%	8.77%	7.38%
\$1,200,000	11.60%	10.15%	8.70%	\$5,200,000	10.13%	8.75%	7.36%
\$1,300,000	11.53%	10.08%	8.63%	\$5,300,000	10.11%	8.73%	7.35%
\$1,400,000	11.46%	10.01%	8.56%	\$5,400,000	10.09%	8.71%	7.33%
\$1,500,000	11.40%	9.95%	8.50%	\$5,500,000	10.06%	8.69%	7.31%
\$1,600,000	11.34%	9.89%	8.45%	\$5,600,000	10.04%	8.67%	7.29%
\$1,700,000	11.29%	9.84%	8.39%	\$5,700,000	10.02%	8.65%	7.28%
\$1,800,000	11.23%	9.79%	8.34%	\$5,800,000	10.00%	8.63%	7.26%
\$1,900,000	11.18%	9.74%	8.29%	\$5,900,000	9.98%	8.61%	7.24%
\$2,000,000	11.13%	9.69%	8.25%	\$6,000,000	9.96%	8.60%	7.23%
\$2,100,000	11.09%	9.65%	8.20%	\$6,100,000	9.94%	8.58%	7.21%
\$2,200,000	11.04%	9.60%	8.16%	\$6,200,000	9.93%	8.56%	7.20%
\$2,300,000	11.00%	9.56%	8.12%	\$6,300,000	9.91%	8.54%	7.18%
\$2,400,000	10.96%	9.52%	8.08%	\$6,400,000	9.89%	8.53%	7.17%
\$2,500,000	10.92%	9.48%	8.05%	\$6,500,000	9.87%	8.51%	7.15%
\$2,600,000	10.88%	9.44%	8.01%	\$6,600,000	9.85%	8.49%	7.14%
\$2,700,000	10.84%	9.41%	7.98%	\$6,700,000	9.83%	8.48%	7.12%
\$2,800,000	10.80%	9.37%	7.94%	\$6,800,000	9.82%	8.46%	7.11%
\$2,900,000	10.76%	9.34%	7.91%	\$6,900,000	9.80%	8.45%	7.09%
\$3,000,000	10.73%	9.30%	7.88%	\$7,000,000	9.78%	8.43%	7.08%
\$3,100,000	10.70%	9.27%	7.85%	\$7,100,000	9.77%	8.42%	7.07%
\$3,200,000	10.66%	9.24%	7.82%	\$7,200,000	9.75%	8.40%	7.05%
\$3,300,000	10.63%	9.21%	7.79%	\$7,300,000	9.73%	8.39%	7.04%
\$3,400,000	10.60%	9.18%	7.76%	\$7,400,000	9.72%	8.37%	7.03%
\$3,500,000	10.57%	9.15%	7.74%	\$7,500,000	9.70%	8.36%	7.01%
\$3,600,000	10.54%	9.12%	7.71%	\$7,600,000	9.68%	8.34%	7.00%
\$3,700,000	10.51%	9.10%	7.68%	\$7,700,000	9.67%	8.33%	6.99%
\$3,800,000	10.48%	9.07%	7.66%	\$7,800,000	9.65%	8.31%	6.97%
\$3,900,000	10.45%	9.04%	7.63%	\$7,900,000	9.64%	8.30%	6.96%
\$4,000,000	10.42%	9.02%	7.61%	\$8,000,000	9.62%	8.29%	6.95%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$8,100,000	9.61%	8.27%	6.94%	\$12,100,000	9.11%	7.83%	6.55%
\$8,200,000	9.59%	8.26%	6.93%	\$12,200,000	9.10%	7.82%	6.54%
\$8,300,000	9.58%	8.25%	6.91%	\$12,300,000	9.09%	7.81%	6.53%
\$8,400,000	9.56%	8.23%	6.90%	\$12,400,000	9.08%	7.80%	6.52%
\$8,500,000	9.55%	8.22%	6.89%	\$12,500,000	9.07%	7.79%	6.52%
\$8,600,000	9.53%	8.21%	6.88%	\$12,600,000	9.06%	7.78%	6.51%
\$8,700,000	9.52%	8.19%	6.87%	\$12,700,000	9.05%	7.77%	6.50%
\$8,800,000	9.51%	8.18%	6.86%	\$12,800,000	9.04%	7.76%	6.49%
\$8,900,000	9.49%	8.17%	6.85%	\$12,900,000	9.03%	7.76%	6.49%
\$9,000,000	9.48%	8.16%	6.84%	\$13,000,000	9.02%	7.75%	6.48%
\$9,100,000	9.46%	8.14%	6.83%	\$13,100,000	9.01%	7.74%	6.47%
\$9,200,000	9.45%	8.13%	6.81%	\$13,200,000	9.00%	7.73%	6.46%
\$9,300,000	9.44%	8.12%	6.80%	\$13,300,000	8.99%	7.72%	6.46%
\$9,400,000	9.42%	8.11%	6.79%	\$13,400,000	8.98%	7.71%	6.45%
\$9,500,000	9.41%	8.10%	6.78%	\$13,500,000	8.97%	7.70%	6.44%
\$9,600,000	9.40%	8.09%	6.77%	\$13,600,000	8.96%	7.70%	6.43%
\$9,700,000	9.39%	8.07%	6.76%	\$13,700,000	8.95%	7.69%	6.43%
\$9,800,000	9.37%	8.06%	6.75%	\$13,800,000	8.94%	7.68%	6.42%
\$9,900,000	9.36%	8.05%	6.74%	\$13,900,000	8.93%	7.67%	6.41%
\$10,000,000	9.35%	8.04%	6.73%	\$14,000,000	8.92%	7.66%	6.40%
\$10,100,000	9.33%	8.03%	6.72%	\$14,100,000	8.91%	7.65%	6.40%
\$10,200,000	9.32%	8.02%	6.71%	\$14,200,000	8.90%	7.65%	6.39%
\$10,300,000	9.31%	8.01%	6.70%	\$14,300,000	8.89%	7.64%	6.38%
\$10,400,000	9.30%	8.00%	6.70%	\$14,400,000	8.88%	7.63%	6.38%
\$10,500,000	9.29%	7.99%	6.69%	\$14,500,000	8.88%	7.62%	6.37%
\$10,600,000	9.27%	7.98%	6.68%	\$14,600,000	8.87%	7.61%	6.36%
\$10,700,000	9.26%	7.97%	6.67%	\$14,700,000	8.86%	7.61%	6.36%
\$10,800,000	9.25%	7.95%	6.66%	\$14,800,000	8.85%	7.60%	6.35%
\$10,900,000	9.24%	7.94%	6.65%	\$14,900,000	8.84%	7.59%	6.34%
\$11,000,000	9.23%	7.93%	6.64%	\$15,000,000	8.83%	7.58%	6.34%
\$11,100,000	9.22%	7.92%	6.63%	\$15,100,000	8.82%	7.58%	6.33%
\$11,200,000	9.21%	7.91%	6.62%	\$15,200,000	8.81%	7.57%	6.32%
\$11,300,000	9.19%	7.90%	6.61%	\$15,300,000	8.81%	7.56%	6.32%
\$11,400,000	9.18%	7.89%	6.61%	\$15,400,000	8.80%	7.55%	6.31%
\$11,500,000	9.17%	7.88%	6.60%	\$15,500,000	8.79%	7.55%	6.30%
\$11,600,000	9.16%	7.87%	6.59%	\$15,600,000	8.78%	7.54%	6.30%
\$11,700,000	9.15%	7.87%	6.58%	\$15,700,000	8.77%	7.53%	6.29%
\$11,800,000	9.14%	7.86%	6.57%	\$15,800,000	8.76%	7.52%	6.29%
\$11,900,000	9.13%	7.85%	6.56%	\$15,900,000	8.76%	7.52%	6.28%
\$12,000,000	9.12%	7.84%	6.56%	\$16,000,000	8.75%	7.51%	6.27%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$16,100,000	8.74%	7.50%	6.27%	\$20,100,000	8.45%	7.25%	6.05%
\$16,200,000	8.73%	7.50%	6.26%	\$20,200,000	8.44%	7.24%	6.04%
\$16,300,000	8.72%	7.49%	6.26%	\$20,300,000	8.43%	7.24%	6.04%
\$16,400,000	8.71%	7.48%	6.25%	\$20,400,000	8.43%	7.23%	6.03%
\$16,500,000	8.71%	7.48%	6.24%	\$20,500,000	8.42%	7.23%	6.03%
\$16,600,000	8.70%	7.47%	6.24%	\$20,600,000	8.41%	7.22%	6.03%
\$16,700,000	8.69%	7.46%	6.23%	\$20,700,000	8.41%	7.21%	6.02%
\$16,800,000	8.68%	7.45%	6.23%	\$20,800,000	8.40%	7.21%	6.02%
\$16,900,000	8.68%	7.45%	6.22%	\$20,900,000	8.39%	7.20%	6.01%
\$17,000,000	8.67%	7.44%	6.21%	\$21,000,000	8.39%	7.20%	6.01%
\$17,100,000	8.66%	7.43%	6.21%	\$21,100,000	8.38%	7.19%	6.00%
\$17,200,000	8.65%	7.43%	6.20%	\$21,200,000	8.38%	7.19%	6.00%
\$17,300,000	8.64%	7.42%	6.20%	\$21,300,000	8.37%	7.18%	5.99%
\$17,400,000	8.64%	7.41%	6.19%	\$21,400,000	8.36%	7.18%	5.99%
\$17,500,000	8.63%	7.41%	6.19%	\$21,500,000	8.36%	7.17%	5.98%
\$17,600,000	8.62%	7.40%	6.18%	\$21,600,000	8.35%	7.16%	5.98%
\$17,700,000	8.61%	7.39%	6.17%	\$21,700,000	8.34%	7.16%	5.97%
\$17,800,000	8.61%	7.39%	6.17%	\$21,800,000	8.34%	7.15%	5.97%
\$17,900,000	8.60%	7.38%	6.16%	\$21,900,000	8.33%	7.15%	5.96%
\$18,000,000	8.59%	7.38%	6.16%	\$22,000,000	8.33%	7.14%	5.96%
\$18,100,000	8.59%	7.37%	6.15%	\$22,100,000	8.32%	7.14%	5.96%
\$18,200,000	8.58%	7.36%	6.15%	\$22,200,000	8.31%	7.13%	5.95%
\$18,300,000	8.57%	7.36%	6.14%	\$22,300,000	8.31%	7.13%	5.95%
\$18,400,000	8.56%	7.35%	6.14%	\$22,400,000	8.30%	7.12%	5.94%
\$18,500,000	8.56%	7.34%	6.13%	\$22,500,000	8.30%	7.12%	5.94%
\$18,600,000	8.55%	7.34%	6.13%	\$22,600,000	8.29%	7.11%	5.93%
\$18,700,000	8.54%	7.33%	6.12%	\$22,700,000	8.28%	7.11%	5.93%
\$18,800,000	8.54%	7.33%	6.12%	\$22,800,000	8.28%	7.10%	5.93%
\$18,900,000	8.53%	7.32%	6.11%	\$22,900,000	8.27%	7.10%	5.92%
\$19,000,000	8.52%	7.31%	6.10%	\$23,000,000	8.27%	7.09%	5.92%
\$19,100,000	8.51%	7.31%	6.10%	\$23,100,000	8.26%	7.09%	5.91%
\$19,200,000	8.51%	7.30%	6.09%	\$23,200,000	8.26%	7.08%	5.91%
\$19,300,000	8.50%	7.30%	6.09%	\$23,300,000	8.25%	7.08%	5.90%
\$19,400,000	8.49%	7.29%	6.08%	\$23,400,000	8.24%	7.07%	5.90%
\$19,500,000	8.49%	7.28%	6.08%	\$23,500,000	8.24%	7.07%	5.90%
\$19,600,000	8.48%	7.28%	6.07%	\$23,600,000	8.23%	7.06%	5.89%
\$19,700,000	8.47%	7.27%	6.07%	\$23,700,000	8.23%	7.06%	5.89%
\$19,800,000	8.47%	7.27%	6.06%	\$23,800,000	8.22%	7.05%	5.88%
\$19,900,000	8.46%	7.26%	6.06%	\$23,900,000	8.22%	7.05%	5.88%
\$20,000,000	8.45%	7.25%	6.05%	\$24,000,000	8.21%	7.04%	5.87%

MACC	Sch A	Sch B	Sch C	MACC	Sch A	Sch B	Sch C
\$24,100,000	8.20%	7.04%	5.87%	\$28,000,000	8.00%	6.86%	5.72%
\$24,200,000	8.20%	7.03%	5.87%	\$29,000,000	7.96%	6.82%	5.69%
\$24,300,000	8.19%	7.03%	5.86%	\$30,000,000	7.91%	6.78%	5.66%
\$24,400,000	8.19%	7.02%	5.86%	\$31,000,000	7.86%	6.74%	5.62%
\$24,500,000	8.18%	7.02%	5.85%	\$32,000,000	7.82%	6.71%	5.59%
\$24,600,000	8.18%	7.01%	5.85%	\$33,000,000	7.78%	6.67%	5.56%
\$24,700,000	8.17%	7.01%	5.85%	\$34,000,000	7.74%	6.64%	5.53%
\$24,800,000	8.17%	7.00%	5.84%	\$35,000,000	7.70%	6.60%	5.50%
\$24,900,000	8.16%	7.00%	5.84%	\$36,000,000	7.66%	6.57%	5.48%
\$25,000,000	8.16%	6.99%	5.83%	\$37,000,000	7.62%	6.54%	5.45%
\$25,100,000	8.15%	6.99%	5.83%	\$38,000,000	7.59%	6.51%	5.42%
\$25,200,000	8.14%	6.99%	5.83%	\$39,000,000	7.55%	6.47%	5.40%
\$25,300,000	8.14%	6.98%	5.82%	\$40,000,000	7.52%	6.45%	5.37%
\$25,400,000	8.13%	6.98%	5.82%	\$41,000,000	7.48%	6.42%	5.35%
\$25,500,000	8.13%	6.97%	5.82%	\$42,000,000	7.45%	6.39%	5.32%
\$25,600,000	8.12%	6.97%	5.81%	\$43,000,000	7.42%	6.36%	5.30%
\$25,700,000	8.12%	6.96%	5.81%	\$44,000,000	7.39%	6.33%	5.28%
\$25,800,000	8.11%	6.96%	5.80%	\$45,000,000	7.36%	6.31%	5.26%
\$25,900,000	8.11%	6.95%	5.80%	\$46,000,000	7.33%	6.28%	5.24%
\$26,000,000	8.10%	6.95%	5.80%	\$47,000,000	7.30%	6.26%	5.21%
\$26,100,000	8.10%	6.94%	5.79%	\$48,000,000	7.27%	6.23%	5.19%
\$26,200,000	8.09%	6.94%	5.79%	\$49,000,000	7.24%	6.21%	5.17%
\$26,300,000	8.09%	6.94%	5.78%	\$50,000,000	7.21%	6.18%	5.15%
\$26,400,000	8.08%	6.93%	5.78%	\$51,000,000	7.19%	6.16%	5.13%
\$26,500,000	8.08%	6.93%	5.78%	\$52,000,000	7.16%	6.14%	5.12%
\$26,600,000	8.07%	6.92%	5.77%	\$53,000,000	7.13%	6.12%	5.10%
\$26,700,000	8.07%	6.92%	5.77%	\$54,000,000	7.11%	6.09%	5.08%
\$26,800,000	8.06%	6.91%	5.77%	\$55,000,000	7.08%	6.07%	5.06%
\$26,900,000	8.06%	6.91%	5.76%	\$56,000,000	7.06%	6.05%	5.04%
\$27,000,000	8.05%	6.91%	5.76%	\$57,000,000	7.03%	6.03%	5.03%
				\$58,000,000	7.01%	6.01%	5.01%
				\$59,000,000	6.99%	5.99%	4.99%
				\$60,000,000	6.96%	5.97%	4.98%

$$\text{SCHEDULE A} = 90 / (625 + (\text{MACC} / (5357/2418)) ^ 0.38)$$

$$\text{SCHEDULE B} = (\text{SCHEDULE A} + \text{SCHEDULE C}) / 2$$

$$\text{SCHEDULE C} = (9.03 / (57.3 + (\text{MACC} / (5357/2418))^0.25)) - 0.02$$

BASIC SERVICES - New Operations and Maintenance Facility**Basis of Fee Calculations**

Fee Methodology: The fees below are organized into two categories: Basic Services and Additional Services. **Basic Services** are those services provided by the Architect, Structural Engineer, the Mechanical/Electrical Engineer and Civil Engineering for the primary building and site design and normal building and site systems. Fees for the Basic Services are proposed as a percentage of construction cost, or, the MACC ("Maximum Allowable Construction Cost"). **Additional Services** are in addition to Basic Services and include, but are not limited to, civil engineering not considered "normal" and other site-related disciplines (such as surveying, landscape architecture, and geotechnical engineering), specialty equipment shops and fleet maintenance consulting, special building system consulting (security, data/comm, audio-visual), and other specialty system services. This fee methodology closely follows the WA State Office of Financial Management (OFM) guidelines for determining Architect/Engineering fees for public works building projects.

Description	Area Qty	Unit	Unit Cost Per SF	Subtotal MACC	Fee %	Estimated Fee	Remarks
					(Basic Services)		
				Estimate by the City	AE Fee Sched	Basic Services	July 2015 WA State OFM Fee Schedule
BUILDINGS							
Administration & Operations Building (Building A)	8,000			\$5,314,323	6.92%	\$367,533	Schedule B
Fleet Maintenance Building (Building B)	13,000			\$4,752,192	5.77%	\$274,093	Schedule C (not including maintenance equipment costs)
Enclosed Shops Building and Canopy Building (Building C)	13,600			\$4,115,649	5.77%	\$237,379	Schedule C (not including shop equipment costs)
Enclosed Storage Building (Building D)	10,400			\$2,833,147	5.77%	\$163,408	Schedule C
Fuel and Wash Canopy (Building E)	3,500			\$812,338	8.06%	\$65,507	Schedule A (not including fuel or wash equipment costs, \$300,000)
Material Storage Canopy (Building F)	10,900			\$2,098,099	5.77%	\$121,013	Schedule C
Vehicle Storage Canopy (Building G)	4,800			\$858,496	5.77%	\$49,516	Schedule C
Site (excludes frontage improvements)				\$5,970,889	5.77%	\$344,385	Schedule C
TOTAL SITE, BLDG MACC AND BASIC SERVICES EST.				\$26,755,133		\$1,622,834	Based on Estimate provided by the City

BASIC SERVICES - Distribution of Fees by Phase

Schematic Design	18.00%	\$292,110
Design Development	20.00%	\$324,567
Construction Documents	31.00%	\$503,079
Bidding	2.00%	\$32,457
Construction Administration / Close-out	29.00%	\$470,622
TOTAL BASIC SERVICES FEES	100.00%	\$1,622,834

ADDITIONAL SERVICES

	Consultant Labor Fees	Add'l Services Subtotals	Remarks
EXTRA AND OTHER SERVICES (T & M)			
AS-0 Architecture - TCF Architecture, pllc	\$62,400	\$62,400.00	See Also - Reimbursable Expenses Below
Conformed Drawings (optional)	\$9,360		Post Bidding, Extra Services
Record Drawings (optional)	\$15,280		Post Construction, Extra Services
Renderings / Special Graphics (optional)	\$37,760		Assumed to span SD and DD design phases, Extra Services
AS-1 Structural Engineering - AHBL	\$8,000	\$8,000.00	See Also - Reimbursable Expenses Below
Conformed Drawings (optional)	\$3,000		Post Bidding, Extra Services
Record Drawings (optional)	\$5,000		Post Construction, Extra Services
AS-2 MEP Engineering - BCE Engineers	\$161,728	\$161,728.00	See Also - Reimbursable Expenses Below
Conformed Drawings (optional)	\$2,752		Post Bidding, Extra Services
Record Drawings (optional)	\$5,504		Post Construction, Extra Services
Security, Access Control, CCTV	\$12,124		Other Services
Sound System/AV Design	\$7,266		Other Services
WSEC	\$33,104		Other Services
Specialty fleet/ shops equipment MEP Coord	\$10,464		Other Services
Fuel system design	\$28,200		Other Services
Vehicle wash and reclaim design	\$16,325		Other Services
Vehicle charging design	\$15,968		Other Services
Fire protection routing coord (optional)	\$4,122		Extra Services
Whole site generator design	\$10,123		Other Services
Lube system design	\$15,776		Other Services
AS-3 Specialty Equipment Planning Services - FPS	\$120,400	\$120,400.00	See Also - Reimbursable Expenses Below
Schematic Design	\$28,400		Other Services
Design Development	\$27,600		Other Services
Construction Documents	\$34,700		Other Services
Bidding	\$5,300		Other Services
Construction Administration Services	\$24,400		Other Services

**CITY OF TUMWATER
NEW OPERATIONS AND MAINTENANCE FACILITY**

AS-4 Civil Engineering - SCJ Alliance	\$144,000	\$144,000.00	See Also - Reimbursable Expenses Below
Schematic Design	\$9,000		Other Services
Design Development	\$63,000		Other Services
Construction Documents	\$49,000		Other Services
Bidding	\$4,500		Other Services
Conformed Drawings (optional)	\$2,000		Other Services
Construction Administration Services	\$13,500		Other Services
Record Drawings (optional)	\$3,000		Other Services
AS-5 Landscape Architecture - Lyon	\$28,200	\$28,200.00	See Also - Reimbursable Expenses Below
Project Management	\$6,300		Other Services
Schematic Design	\$4,500		Other Services
Design Development	\$6,900		Other Services
Construction Documents	\$9,300		Other Services
Bidding	\$0		City requested to remove, City will take this scope on
Conformed Drawings (optional)	\$1,200		Extra Services
Construction Administration Services	\$0		City requested to remove, City will take this scope on
AS-6 Acoustical Engineering - Tenor (TMC Required Environmental Noise Study)	\$2,750	\$2,750.00	See Also - Reimbursable Expenses Below
Schematic Design	\$1,500		Other Services
Construction Documents	\$1,250		Other Services
AS-7 Geotech - Terracon	\$52,543	\$52,543.00	See Also - Reimbursable Expenses Below
Geotech Investigation	\$52,543		Other Services
SUBTOTAL ADDITIONAL SERVICES	\$580,021	\$580,021	
TCF Mark-up on Consultant Additional Services	10.00%		\$51,762 Does not include mark-up on TCF's additional services
TOTAL DESIGN SERVICES THROUGH CONSTRUCTION		\$2,254,617	

REIMBURSABLE EXPENSES BUDGETS

TCF		\$1,500.00	Mileage above basic services, printing as requested by City, other reimbursables can be added as requested by the City
Sub - Consultant's Reimbursables Budgets			
AHBL		\$0.00	
BCE		\$500.00	above basic services
FPS		\$1,000.00	
SCJ Alliance		\$1,000.00	above basic services
Lyon Landscape		\$0.00	
Tenor		\$0.00	
Terracon		\$0.00	
Subtotal Consultant Reimbursables		\$2,500.00	
TCF Mark-up on Reimbursables	0.00%		\$0.00
Budget for approved direct expenses		\$4,000	As incurred

MANAGEMENT RESERVE FUND (MRF)

Management Reserve Fund		\$191,383	
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The Management Reserve Fund is established to provide the City with contingency funds for use in employing additional consulting services as project needs may demand. This is a recommended number for budgeting purposes, but not required. Use of the fund requires City authorization.

GRAND TOTAL		\$2,450,000	
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ASSUMPTIONS AND EXCLUSIONS

Consultants: Limited to those included above. Other consultants and services may be added at a future time by amendment as needed unless considered a basic service in the OFM guidelines.

Plan Review and Permitting Costs/Fees: Building plan and permitting fees, special use permit fees, agency legal costs, and other agency-related fees/costs are NOT included.

Consultant Exclusions: Refer to separate consultant proposals for specific exclusions. OFM guidelines will control in the event exclusions conflict.

Sustainability Certification: The project is not pursuing LEED certification or other environmental stewardship certifications.

Bid Document Printing and Distribution: Costs for printing Bid Documents (drawings, project manuals, addenda), are not included aligning with OFM guidelines.

Furniture: Furniture design, layout and procurement is not part of this scope but can be added as an additional service if requested by the City

Commissioning: Not included as part of this scope. TCF would prefer the City brings this on. We can coordinate as we get closer to construction.

Environmental Study: Previous environmental studies have been completed by the City, it is assumed these are still valid. No environmental studies are included with this scope.

CITY OF TUMWATER
Operations and Maintenance Facility

ADDITIONAL SERVICES

AS NO.	ADDITIONAL SERVICES PROJECT TASKS	TCF ARCHITECTURE		
		Principal	Sr. Architect	Architect
AS-0.1 Conformed Drawings (Optional)				
	Prep and Coordination	2	16	48
	ESTIMATED HOURS	2	16	48
	HOURLY RATE	\$240.00	\$180.00	\$125.00
	ESTIMATED FEES	\$480.00	\$2,880.00	\$6,000.00
	SUBTOTAL	\$9,360.00		
AS-0.2 Record Drawings (Optional)				
	Prep and Coordination	4	24	80
	ESTIMATED HOURS	4	24	80
	HOURLY RATE	\$240.00	\$180.00	\$125.00
	ESTIMATED FEES	\$960.00	\$4,320.00	\$10,000.00
	SUBTOTAL	\$15,280.00		
AS-0.3 Renderings / Special Graphics (Optional)				
	3D and Plan Rendering Development	8	88	160
	ESTIMATED HOURS	8	88	160
	HOURLY RATE	\$240.00	\$180.00	\$125.00
	ESTIMATED FEES	\$1,920.00	\$15,840.00	\$20,000.00
	SUBTOTAL	\$37,760.00		

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

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

State of Washington)
County of) ss

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

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

Signed

Type/Print Name

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

Type/Print Name

Notary Public in and for the State of Washington.
My commission expires _____.